

# ROANOKE CITY COUNCIL REGULAR SESSION

# DECEMBER 20, 2004 2:00 P.M.

# CITY COUNCIL CHAMBER AGENDA

# 1. Call to Order--Roll Call.

The Invocation will be delivered by Council Member Alfred T. Dowe, Jr.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor C. Nelson Harris.

Welcome. Mayor Harris.

# **NOTICE**:

Today's Council meeting will be replayed on Channel 3 on Thursday, December 23, 2004, at 7:00 p.m., and Saturday, December 25, 2004, at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

## **ANNOUNCEMENTS:**

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853–2541.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE AT <u>WWW.ROANOKEVA.GOV</u>, TO OBTAIN AN APPLICATION.

### 2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Government Finance Officers Association Distinguished Budget Presentation Award.

P 10

A resolution congratulating the football team of the Virginia Polytechnic Institute and State University for winning the 2004 Atlantic Coast Conference Championship Title.

P 12

Shining Star Award.

# 3. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

C-1 Minutes of the regular meeting of Council held on Monday, November 1, 2004.

P 14

**RECOMMENDED ACTION:** 

Dispense with the reading of the minutes and

approve as recorded.

C-2 A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended; and to interview applicants for four vacancies on the City Planning Commission.

P 44

RECOMMENDED ACTION:

Concur in the request.

C-3 A communication from S. James Sikkema, Executive Director, Blue Ridge Behavioral Healthcare, requesting that Council ratify the appointment of Dana Barnes Lee as an at-large member of the Board of Directors.

P 45

**RECOMMENDED ACTION:** 

Concur in the request.

## **REGULAR AGENDA**

4. PUBLIC HEARINGS: NONE.

### 5. PETITIONS AND COMMUNICATIONS:

a. A communication from Mayor C. Nelson Harris requesting concurrence by Council in the adoption of a City policy with regard to procurement of art from the City Art Show.

P 46;

R 50

### 6. REPORTS OF OFFICERS:

a. CITY MANAGER:

### **BRIEFINGS**:

Downtown Parking - Campbell Avenue and Luck Avenue Parking Garages

10 Minutes

P 51

### **ITEMS RECOMMENDED FOR ACTION:**

1. Acceptance of Virginia State Wireless E911 Services Board funds in the amount of \$140,148.42; and addition of two Public Safety Telecommunicators and one Communications Supervisor in the Department of Technology.

P 52; B/O 54

2. Acceptance of Workforce Investment Act funds in the amount of \$198,780.00 for Program Year 2004 from the Western Virginia Workforce Development Board.

P 56; B/O 59; R 61

3. Acceptance of the Employment Advancement for TANF Participants grant from the Virginia Department of Social Services in the amount of \$615,000.00; and appropriation of \$592,107.00.

F | P 62; I | B/O 64; f | R 65

4. Execution of a revised agreement with the Roanoke City School Board for continued operation of the Lucy Addison Middle School Fitness Center.

P 67; R 76

5. Execution of an agreement with Norfolk Southern Railway Company accepting donation of the SOU 51836 Flatcar.

P 77; R 79

6. Adoption of a resolution proclaiming support for the E911 Center to apply for a grant for national accreditation.

P 80; R 82

7. Adoption of a resolution concurring in adoption by the Western Virginia Water Authority of certain water and sewer connection policies, pursuant to Section 15.2-5137, Code of Virginia, 1950, and an ordinance amending the City Code to include the abovereferenced connection policies, effective January 1, 2005.

P 84; R 89; O 90 8. Adoption of a resolution authorizing the City Manager to file a petition to rezone City-owned property located on Colonial Avenue, S. W., from RS-2, Single Family Residential District, to RPUD, Residential Planned Unit Development District, subject to certain conditions as set forth in the petition.

P 92; R 98

# 7. REPORTS OF COMMITTEES:

a. Request of the Roanoke City School Board for appropriation of \$494,136.00 for the 2004-2005 Flow Through program; and a report of the Director of Finance recommending that Council concur in the request. Kenneth F. Mundy, Executive Director of Fiscal Services, Spokesperson.

P 100; B/O 102

b. Request of the Roanoke City School Board for approval of a State Literary Fund loan application for improvements to Westside Elementary School, in the amount of \$3.85 million; and a report of the Director of Finance recommending that Council concur in the request. Kenneth F. Mundy, Executive Director of Fiscal Services, Spokesperson.

P 103; R 108; R 109

### 8. UNFINISHED BUSINESS: NONE.

# 9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

a. A resolution authorizing the issuance of a \$439,100.00 General Obligation Qualified Zone Academy Bond (Fallon Park Elementary School), Series 2004, of the City of Roanoke, Virginia, to be sold to Bank of America, N.A., and providing for the form and details thereof. (Public hearing was held on Monday, December 6, 2004.)

R 110

# 10. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

# 11. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

### 12. CITY MANAGER COMMENTS:

CERTIFICATION OF CLOSED SESSION.



# ROANOKE CITY COUNCIL REGULAR SESSION

# DECEMBER 20, 2004 7:00 P.M.

# CITY COUNCIL CHAMBER AGENDA

# Call to Order -- Roll Call.

The Invocation will be delivered by Vice-Mayor Beverly T. Fitzpatrick, Jr.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Harris.

Welcome. Mayor Harris.

# **NOTICE:**

The Council meeting will be televised live on RVTV Channel 3 to be replayed on Thursday, December 23, 2004, at 7:00 p.m., and Saturday, December 25, 2004, at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

### A. PUBLIC HEARINGS:

1. Request of Bland A. and Betty J. Painter and FR-1 Investments, LLC, that 12 tracts of land located at the intersection of Franklin Road and Wonju Street, S. W., a portion of Norfolk Southern right-of-way and a portion of right-of-way owned by the Commonwealth of Virginia, be rezoned from C-2, General Commercial District, C-2, General Commercial District, with conditions, and LM, Light Manufacturing District, to INPUD, Institutional Planned Unit Development District, subject to certain conditions proffered by the petitioners. Maryellen F. Goodlatte, Attorney.

P 131; O 146

2. Request of Carilion Medical Center, CHS, Inc., and B & B Holdings that property located on Reserve Avenue, Franklin Road, and Jefferson Street, S. W., be rezoned from HM, Heavy Manufacturing District, and C-1, Office District, to INPUD, Institutional Planned Unit Development District. Briggs W. Andrews, Spokesperson.

P 149; O 168

3. Proposal of the City of Roanoke to convey approximately 23.742 acres, more or less, of City-owned property fronting on Colonial Avenue, S. W., identified as Official Tax No. 1570101, subject to certain terms and conditions as contained in a contract proposed to be entered into by the City and Colonial Green, L.C. Darlene L. Burcham, City Manager.

P 170; O 220

4. Proposal of the City of Roanoke to extend the lease of a portion of City-owned property known as the Commonwealth Building, located at 210 Church Avenue, S. W., to the United States Government, General Services Administration. Darlene L. Burcham, City Manager.

P 222; O 225

## B. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

# MOTION AND CERTIFICATION WITH RESPECT TO CLOSED MEETING

#### FORM OF MOTION:

I move, with respect to any Closed Meeting just concluded, that each member of City Council in attendance certify to the best of his or her knowledge that (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by the members of Council in attendance.

### PLEASE NOTE:

- 1. The forgoing motion shall be made in open session at the conclusion of each Closed Meeting.
- 2. Roll call vote included in Council's minutes is required.
- 3. Any member who believes there was a departure from the requirements of subdivisions (1) and (2) of the motion shall state prior to the vote the substance of the departure that, in his or her judgement, has taken place. The statement shall be recorded in the minutes of City Council.

October 12, 2004

Mr. Sherman Stovall
Director of Management and Budget
City of Roanoke
215 Church Avenue SW
Room 354
Roanoke, VA 24011-1538

Dear Mr. Stovall:

A Panel of independent reviewers has completed its examination of your budget document. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Enclosed is an application form to facilitate a timely submission. This form should be submitted with four copies of your budget accompanied by the appropriate fee.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

### Sherman Stovall, Director of Management & Budget

Your award plaque will be mailed separately and should arrive within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Mr. Sherman Stovall October 12, 2004 Page 2

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to City of Roanoke, Virginia for its annual budget for the fiscal year beginning July 1, 2004. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

Also enclosed is a press release.

The Government Finance Officers Association encourages you to make arrangements for a formal presentation of the award. If you would like the award presented by a member of your state or provincial finance officers association, we can provide the name of a contact person for that group.

We appreciate your participation in this program and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. If we can be of further assistance, please contact the Technical Services Center.

Sincerely,

Stephen J. Gauthier, Director Technical Services Center

Stephen J Janthai

Enclosure

12.T.

### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION congratulating the football team of the Virginia Polytechnic Institute and State University for winning the 2004 Atlantic Coast Conference Championship Title.

WHEREAS, Virginia Tech's football team moved from the Big East Conference to the ACC in 2004;

WHEREAS, Virginia Tech was unranked at the start of the 2004 football season and picked to finish as low as eighth in the ACC this year;

WHEREAS, Virginia Tech put together a hard-nosed defense, big-play special teams and an efficient offense to wear down their opponents;

WHEREAS, after losing to USC and North Carolina State, the Virginia Tech Hokies went on to win a total of 10 games during the regular season;

WHEREAS, the Virginia Tech Hokies finished the 2004 football season with a ranking as number 9 in the ESPN and AP polls; and with a 10-2 overall record and a 7-1 mark in the ACC that won them the ACC Championship Title;

WHEREAS, Virginia Tech Head Coach Frank Beamer was named ACC Coach of the Year for 2004;

WHEREAS, Virginia Tech Quarterback Bryan Randall was named ACC Player and Offensive Player of the Year, and received the 15<sup>th</sup> annual Dudley Award, given each year to the state's top collegiate football player; and

WHEREAS, four Hokies football players—Bryan Randall, Darryl Tapp, Jimmy Williams, and Brandon Pace—were named to the All-ACC first team.

THEREFORE, BE IT RESOLVED by Council of the City of Roanoke that:

1. Council adopts this resolution as a means of recognizing and commending the Virginia Tech football team for winning the ACC Championship Title and for its other achievements, and supporting them as they play against Auburn University in the Nokia Sugar Bowl Game, to be held in New Orleans, Louisiana, on January 3, 2005.

2.	The City	Clerk is directed to	forward an	attested copy	of this resolu	tion to the
Hokie's he	ad coach,	Frank Beamer.				

ATTEST:

City Clerk

#### ROANOKE CITY COUNCIL

### November 1, 2004

9:00 a.m.

The Council of the City of Roanoke met in regular session on Monday, November 1, 2004, at 9:00 a.m., in the Emergency Operations Center Conference Room, Room 159, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Mayor C. Nelson Harris presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2–15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 36762–070604 adopted by the Council on Tuesday, July 6, 2004.

COUNCIL MEMBERS PRESENT: M. Rupert Cutler, Alfred T. Dowe, Jr., Beverly T.

C. Nelson Harris	
ABSENT: None	0
The Mayor declared the existence of a quorum.	
SCHOOL TRUSTEES PRESENT: William H. Lindsey, Gloria P. Manns, A. Nash, Courtney A. Penn, Robert J. Sparrow, David B. Trinkle, , and Ka. Stockburger, Chair	thy G
ARSENT: None	

OFFICERS PRESENT: Representing the City of Roanoke: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

Representing the Roanoke City Public Schools: Doris N. Ennis, Acting Superintendent; Cindy H. Lee, Clerk to the School Board; Timothy R. Spencer, Assistant City Attorney; R. Kaye Pleasants, Assistant Superintendent for Operations; Richard L. Kelley, Assistant Superintendent for Operations; Kenneth F. Mundy, Jr., Executive Director for Fiscal Services; and Dr. Lou Talbutt, Executive Director for Student Support Services.

CITY COUNCIL-CITIZEN OF THE YEAR: A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss the Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended, was before the body.

Mr. Fitzpatrick moved that Council concur in the request of the Mayor to convene in Closed Meeting as above described. The motion was seconded by Mr. Cutler and adopted by the following vote:

AYES: Council Members Wishneff, Cut	· · · · · · · · · · · · · · · · · · ·
and Mayor Harris	7
NAYS: None	0

CITY COUNCIL: A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to Section 2.2–3711 (A)(3), Code of Virginia (1950), as amended, was before the body.

Mr. Fitzpatrick moved that Council concur in the request to convene in a closed session as above described. The motion was seconded by Mr. Cutler and adopted by the following vote:

	AYES: Council Members Wishneff, Cutler, Dowe, Fitzpatri	
and M	1ayor Harris	/.
	NAYS: None	0,

SCHOOLS: The Mayor announced that 45 – 60 minutes would be devoted to meeting with the search consultant who was employed by the School Board to recruit applicants for a new School Superintendent in order to review the process and to respond to questions by Council. As a time saving measure, he advised that written information was previously provided by the School Board in response to various agenda items; i.e.: school safety-discipline, drug dog searches, expanding alternative education, Adolescent Uplift, New Beginnings, Maternal and Infant Education Center, middle school after school programs.

On behalf of the School Board, Chairperson Stockburger expressed appreciation for the opportunity to meet with Council on various school-related issues.

### School Safety and Discipline:

The Acting Superintendent advised that a workshop was held consisting of approximately 80 participants from Roanoke City Schools on de-escalation training, which will have an impact on proactively diffusing difficult situations in the schools before they get out of hand. She stated that the approximately 80 educators who attended the de-escalation training are in the process of networking strategies to various schools.

Dr. Talbutt announced that cameras have been installed at William Fleming High School and William Ruffner Middle School and should be installed at Addison Aerospace Middle School before the Thanksgiving break. She called attention to a positive evaluation from the group that conducted the de-escalation training, with over 90 per cent of participants rating the training as worthwhile and needed within Roanoke City Public Schools.

Ms. Ennis advised that the number of complaints have decreased compared to last year, lines of communication are open with the School Board, and concerns expressed by parents are properly and timely investigated.

Council Member Cutler inquired if there is live monitoring by school cameras; whereupon, Dr. Talbutt advised that 32 cameras have been installed in the schools to date, live monitoring is not done throughout the school day, but video tapes are made in the event that there is a incident that needs to be viewed by the principal.

Ms. Ennis advised that administrators are trained to know where the "hot spots" are located in the schools and the time of day that monitoring is necessary; cameras are strategically placed based upon the principal's knowledge of the school building; during the changing of classes, teachers are assigned to supervise certain areas, and there are times when the administration cannot be physically present, but they can monitor certain areas. Dr. Talbutt added that at key times, principals assign security staff to monitor various situations.

Council Member Lea inquired, under the umbrella of school safety and discipline, if the School Board previously stated its opinion with regard to the proposed methadone clinic on Hershberger Road; whereupon, the Chair advised that the School Board stated its opposition to the proposed location in a letter from Superintendent Harris approximately one year ago. She stated that a copy of the communication would be provided to the Members of Council.

### Adolescent Uplift Program:

Adolescent Uplift is an intervention program designed to meet the needs of over-age middle school students who are at least one grade level behind their peer age group. The program can accommodate up to 70 students and is held at Breckinridge Middle School between the hours of 2:00 p.m. and 6:00 p.m. Currently 65 students are enrolled and transportation is provided to and from the student's home. Instruction is provided in four core content areas – English, social studies, science and mathematics. Reading is a primary focus of the program because many of the students have limited reading skills. Students receive concentrated instruction from reading teachers. Students who are age-eligible are given assistance in obtaining employment before and after school hours. Driver education takes place after the instructional day to provide students the opportunity to obtain a driver's license.

Council Member Wishneff noted that students attend school from 2:00 to 6:00 pm., and inquired if they attend their regular school prior to 2:00 p.m. Dr. Talbutt advised that students do not attend regular school during the morning hours; the program has grown to include approximately 70 students; students are encouraged to work and to volunteer their time and they are motivated by the opportunity to get their driver's license; and counseling is provided to students who are monitored by Adolescent Uplift staff in their transition to high school.

The Acting Superintendent added that the ultimate goal is to increase the graduation rate and to decrease the dropout rate; the Adolescent Uplift program is intended to address those students who normally would not graduate from high school, some of whom may be suffering from a self esteem problem and many are at an age where they have part time jobs that keep them connected to school. She called attention to the Technical Academy at the Roanoke Higher Education Center which is another alternative education program that targets a group of students who have lost interest in the traditional larger high school setting and may perform better in the smaller setting.

### Maternal and Infant Education Center:

Students enrolled for 2004-2005 have been mainstreamed with Noel C. Taylor Learning Academy students to enhance their access to the wider variety of academic offerings needed in order to earn a standard diploma. Students attend classes with Noel C. Taylor students and childcare and parenting classes are provided to these students.

Ms. Ennis advised that female students who participate in the program score higher on their SOL's than the average student due to certain specialized instruction.

Council Member Cutler inquired as to the percentage of female students who attend sex education classes; whereupon, Ms. Ennis called attention to family life education which is taught in physical education classes. Dr. Talbutt stated that students attending the Maternal and Infant Education Center participate in parenting classes and the Center also provides day care for their children; and teenage pregnancy is a valley wide issue and a community wide concern, although the pregnancy rate has decreased. Ms. Ennis stated that a parenting skills class is also interfaced with personal care for students who are pregnant, both before and following delivery of the baby, and although classes are not taught specifically, consultants are engaged to address the responsibilities of motherhood, etc.

The City Manager advised that the lack of self esteem is one of the major causes of teenage pregnancy and the school system is constantly called upon to look at programs that help to build self esteem, which will lead to the greatest successes in school programs.

### Drug dog searches:

Drug dog searches are coordinated between the School Resource Officers and the Police Department. All middle and high schools will continue to conduct a minimum of two drug dog searches (one per semester) per school year. The date and times are not pre-announced, but several have already been scheduled for this school year.

### New Leadership:

The Chair advised that James R. Oglesby, Ph.D., representing the firm of Ray and Associates, has been retained by the School Board to lead the search for the new School Superintendent. She stated that the School Board is confident that their efforts will help to attract highly qualified candidates, culminating in securing the best person for an extremely critical position.

### **Expanding alternative education**:

The Noel C. Taylor Learning Academy is the District's alternative education school. Enrollment data for the various programs offered at the Academy was provided indicating an overall total of 196 students.

### **New Beginnings Program:**

New Beginnings is a program modeled after the Adolescent Uplift program and provides more focused support and assistance to students who are not functioning well in the traditional high school setting. The program is conducted at the Noel C. Taylor Learning Academy. Smaller classes, individualized instruction and flexible time schedules allow the students electing to participate in the New Beginnings program to optimize their credits. The goal is to meet the students' needs so that at some point in the future they can return to the traditional high school setting. Students are selected for the program based on the following criteria—behind in credits, habitual offenders of the school code of conduct, or lack of success because of poor attendance.

There was discussion with regard to programs that are geared to address students who are habitually tardy for class; whereupon, the Acting Superintendent advised that Campus Roundup is enforced. She stated that the seven period schedule at the high school level has helped in connection with the supervision of students by getting them to class on time and providing time in the daily schedule of teachers to supervise the cafeteria and hallways, etc. Therefore, she added that the seven period school day has not only helped students to participate in more electives and to graduate, but has enhanced the safety and supervision of students.

### **School uniforms**:

Council Member Lea inquired as to the status and legality of school uniforms; whereupon, the Chair called attention to discussions regarding implementation of a pilot program and staff has been requested to research legal ramifications, if any.

Mr. Spencer called attention to two basic approaches on how a school system or public school may conduct a school uniform program; i.e.: a voluntary program such as the City of Richmond administers through its technical school; and an opt out option for religious or other concerns in order to give parents a choice even if the program is mandatory so as not to inhibit religious or political speech. He stated that the programs administered by the Cities of Richmond and Norfolk will be reviewed which will help Roanoke's School Board to make an informed and reasonable decision.

Council Member Lea commended the work that has been done to date and noted that school uniforms have been implemented throughout the country. He inquired about the type of uniforms that are worn at the Noel C. Taylor Learning Academy; whereupon, Ms. Ennis advised that students were encouraged to provide input into the type of uniform to be worn which culminated in an agreement that khaki pants and tee shirts representing individual school colors would be the uniform of choice. She called attention to the importance of involving students to ensure buy in at that level.

The Chair stated that there should be a measured response to avoid the possibility of law suits.

It was noted that the School Board is looking at more than just the issue of school uniforms, but the over all dress code.

Council Member McDaniel inquired about the teacher turn over rate; whereupon, it was advised that the turn over rate is approximately ten per cent per year.

### Superintendent search process:

Council Member Dowe commended the School Board on actions taken to date which are sending a definitive and positive message to Roanoke's citizens. He stated that it is hoped that any concerns that exist within the general populace will be alleviated without any structured or drastic measures.

Council Member Lea commended the School Board and the administration on the manner in which the naming of the Roanoke Academy of Mathematics and Science was addressed, which allowed the school to maintain its identity while recognizing certain key individuals within the community.

Mr. Nash inquired about the "buddy system" that was previously initiated by Council and the School Board; whereupon, the Mayor advised that the "buddy system" was established in an effort to pair up a Member of Council with a Member of the School Board as a relationship building and information sharing technique. He stated that the business of the schools is moving along in good order at the present time without having to reconstruct the "buddy system"; he, along with the City Manager, the Acting Superintendent of Schools, and the School Board Chair meet on a monthly basis to share issues of mutual interest and concern; his role as Mayor is to stress and to facilitate relationship building and as a result of this approach, there is an exchange of information by both bodies that appears to be working.

Vice-Mayor Fitzpatrick called attention to an improved working relationship between the Council the School Board; by participating in monthly meetings of City and School officials, there is an opportunity to discuss various issues of concern, therefore, there is no need for any more structure than is currently in place. He stated that he would feel comfortable in calling a member of the School Board for information if necessary and it would be hoped that the School Board would feel comfortable in calling the Members of Council for information.

Council Member Wishneff expressed appreciation to Ms. Ennis for serving as Acting Superintendent of Schools until the position is filled on a permanent basis.

Council Member Cutler advised that there has been a positive change in the relationship between City Council and the School Board over the past few months; and rather than the two bodies operating as two distinct groups with different agendas, the Council and the School Board now operate as a team.

Mayor Harris stated that there is now a level of confidence in Roanoke City Public Schools, and the message that City Council and the School Board would like to send to the citizens of Roanoke is that concerns which were previously expressed regarding school safety have been seriously considered by the School Board, the School Board has responded through expanded alternative education programs, by continuing to review the issue of school uniforms, and a change in school administrative leadership. He stated that the Members of Council are pleased with the progress that has been made to date which is a tribute to the leadership of the School Board, the Acting Superintendent and others, and Council will continue to work with the School Board since the success of the City of Roanoke depends upon the success of its school system.

Mr. Lindsey introduced Dr. James R. Oglesby and Dr. Phil Newman, representing Ray and Associates.

Dr. Oglesby expressed the appreciation of Ray and Associates to have been selected to conduct the School Superintendent search for the City of Roanoke and advised that a joint meeting of City Council and the School Board was a good way to start the process. He reviewed his credentials and past experience.

### He advised that:

- Ray and Associates will serve as consultants to the Roanoke City School Board and will conduct the superintendent search process in a manner that is consistent with directions of the School Board.
- A profile will be developed using a set of 32 criteria which has been modified and consistently used for a number of years.
- A survey will be completed by interested persons in which they will identify the top ten of the 32 characteristics that Roanoke's School Superintendent should possess.

- A compilation of characteristics will be provided to the School Board which will assist the School Board in identifying the characteristics to be included in the advertisement for applications, along with information describing the Roanoke community.
- All applications will be forwarded to Ray and Associates in order to maintain the confidentiality of the applicants.
- All applicants will be measured against the established criteria/characteristics that are developed; information on all applicants will be provided to the School Board, as well as recommendations by the consultant on those applicants who should be considered by the Board.
- An in house contact person will be designated by the School Board to work with the search firm.
- Community wide forums and individual group meetings will be conducted to collect information from all segments of the community to ensure that diversity is a component of the search process.
- The time line established by the School Board provides for the new superintendent to be selected by the end of February 2005 and to assume the position by July 1, 2005, which will allow the successful candidate to be involved in planning for the next school year;
- The time line includes several significant dates; i.e.: community meetings to discuss the profile, the date that the search process closes, a review by the School Board of credentials of those individuals who are recommended by the search consultant, interview process design, formal interviews to evaluate the credentials of all applicants, and a list of questions will be provided to the School Board to be asked of all candidates in order to fairly compare credentials.

- The search consultant will provide the School Board with a list of recommended candidates for background checks.
- The search consultant will meet with the School Board to discuss a salary package to be included as a part of the advertisement for the position which will be consistent with the quality of individual desired for the position.
- The position will be widely advertised in such publications as American Association of School Administrators, Education Week, the State School Board Association, the National School Board Association, and appropriate executive registries.
- It should be clarified in the beginning of the process if the City wishes to have traditional or non-traditional candidates in the applicant pool; i.e.: traditional candidates are those persons who have taught in the schools in grades K 12, have served as principal or assistant principal, have worked in the central office, or have served as a superintendent in another locality, and whether a PhD or some other type of degree will be a requirement.
- The School Board and the search consultant have not reached a
  decision on the proposed salary, although it is anticipated to be
  in the range of \$145,000.00 and \$150,000.00, and the benefits
  package should be consistent with what has been offered to
  previous superintendents, or consistent with the salary offered
  to other superintendents within the district.
- Interviews will be held within the community with the understanding that the identity of the applicants will be protected.

There was discussion with regard to filling acting positions within the school system before the new Superintendent is hired; whereupon, the Chair advised that acting positions will not be filled until the new Superintendent is in office.

Dr. Oglesby advised that the search consultant would like to meet individually with the Members of Council on November 10 and 11, or November 8 and 9 (alternate dates) at a location to be later announced to discuss the top ten of the 32 characteristics for selecting a new Superintendent, and to discuss significant issues of concern to the Members of Council. He stated that meetings will also be held with various civic and community representatives.

Dr. Oglesby stated that the quality of education in a community determines whether new business and industry will locate in the area; the quality of education is often the key to making many things happen in the community, and if the search consultant does a thorough job of developing a profile, collecting information from the community and evaluating candidates, there will be a good mix. He stressed the importance of positive publicity and asked that any issue that might impact the search process be provided to the search consultant.

Mayor Harris expressed appreciation to Dr. Oglesby for his presentation and advised that Council Members look forward to their individual interviews.

There being no further business, the Chair declared the meeting of the Roanoke City School Board adjourned at 11:15 a.m.

Following a brief recess, the Council meeting reconvened at 11:25 a.m., in the same location.

### Topics for discussion:

COUNCIL-INDUSTRIES: The Mayor advised that a Member of Council has requested an update on the terms of the agreement with IMD Investment Group, LLC, in connection with development of property located at the northwest corner of Franklin Road and Wonju Street, S. W.; whereupon, the City Attorney advised that he would research the matter to determine the appropriate State Code section for a closed session.

DRUGS/SUBSTANCE ABUSE: Council Member Dowe advised that certain individuals may attend the 2:00 p.m. Council meeting to address the proposed methadone clinic on Hershberger Road, N. W.

The City Manager advised that a permit was issued for improvements to the building and City staff will monitor progress.

LEGISLATION: Council Member Wishneff inquired if an item will be included in the City's proposed 2005 Legislative Program with regard to advisory referenda; whereupon, Vice-Mayor Fitzpatrick, Chair of the Legislative Committee, advised that the Committee previously agreed to hold the matter in abeyance pending a study by the City Attorney and the City's Legislative Liaison with regard to how the issue is addressed by other localities throughout the Commonwealth of Virginia, and the City Attorney advises that it will take approximately one year to complete the process.

COUNCIL: There was discussion in regard to scheduling a Council planning retreat; whereupon, it was the consensus of Council to schedule a retreat during the first two weeks in January 2005; Dr. Bruce Blaylock, professor at Radford University, will be requested to serve as facilitator; and the retreat will be held at a location in the Roanoke area.

The Mayor advised that he will work with the City Manager and the City Clerk on the appropriate arrangements.

At 1:50 p.m., the Mayor declared the Council meeting in recess until 2:00 p.m., in the City Council Chamber, 215 Church Avenue, S. W., City of Roanoke, Virginia.

The regular meeting of Roanoke City Council reconvened at 2:00 p.m., on Monday, November 1, 2004, in the Roanoke City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with the following Council Members in attendance, Mayor Harris presiding.

PRESENT:	<b>Council Members</b>	Brian J. Wishneft	f, M. Rupert Cut	ler, Alfred T.
Dowe, Jr., Beverly	T. Fitzpatrick, Jr.,	Sherman P. Lea, E	Brenda L. McDani	el, and Mayor
C. Nelson Harris -				7.

ABSENT: None-----0.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Council Member Sherman P. Lea.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

### PRESENTATIONS AND ACKNOWLEDGEMENTS:

PROCLAMATIONS: The Mayor presented a proclamation to Fred Wendorf, Chapter President, Greater Blue Ridge Chapter, Juvenile Diabetes Center, declaring the month of November 2004, as Juvenile Diabetes Awareness Month.

PROCLAMATIONS-LIBRARIES: The Mayor presented a proclamation to Michael Ramsey, President, Roanoke Public Library Foundation, declaring Saturday, November 6, 2004, as Valley Bookfest Day.

PROCLAMATIONS-RECYCLING: The Mayor presented a proclamation to Frank W. Decker, III, Manager, Solid Waste Management, declaring Saturday, November 13, 2004, as America Recycles Day.

### **CONSENT AGENDA**

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, the item would be removed from the Consent Agenda and considered separately. He called specific attention one request for a Closed Session to discuss the terms of a public contract.

CITY COUNCIL: An oral request of Council Member Brian J. Wishneff that Council convene in Closed Meeting to discuss a public contract involving the expenditure of public funds and to discuss the terms of such contract, pursuant to Section 2.2–3711 (A)(30), Code of Virginia, 1950, as amended, was before the body.

Mr. Fitzpatrick moved that Council concur in the request to convene in Closed Meeting as above described. The motion was seconded by Mr. Lea and adopted by the following vote:

and Mayor Harris7.
NAYS: None0.
BUDGET-CMERP-CITY INFORMATION SYSTEMS: A communication from the City Manager requesting that Council schedule a public hearing for Monday, November 15, 2004, at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider an adjustment to the Technology Fund Budget, was before the body.
The City Manager advised that each year, the year-end General Fund balance and retained earnings for Internal Service Fund and Enterprise Funds are appropriated for the funding of Capital Maintenance and Equipment Replacement (CMERP) and other necessary items; a Council report recommending appropriation of \$1,937,240.00 was presented to Council on September 20, 2004, at which time Council was advised that a subsequent report would contain recommendations regarding the appropriation of funds for CMERP – Technology; and a report recommending appropriation of funds is scheduled to be presented to Council on Monday, November 15, 2004.
The City Manager further advised that pursuant to Section 15.2–2507, Code of Virginia (1950), as amended, a locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the current adopted budget, however, any such amendment which exceeds one per cent of the total expenditures shown in the adopted budget, or the sum of \$500,000.00, whichever is lesser, must be accomplished by publishing a notice of a meeting and a public hearing.
The City Manager recommended that Council authorize the City Clerk to advertise a public hearing on the above referenced adjustment to the Technology Fund budget for Monday, November 15, 2004, at 7:00 p.m., or as soon thereafter as the matter may be heard.
Mr. Fitzpatrick moved that Council concur in the request of the City Manager. The motion was seconded by Mr. Lea and adopted by the following vote:
AYES: Council Members Wishneff, Cutler, Dowe, Fitzpatrick, Lea, McDaniel, and Mayor Harris7.
NAYS: None0.

OATHS OF OFFICE-COMMITTEES-HOUSING/AUTHORITY-ARCHITECTURAL REVIEW BOARD: A report of the City Clerk advising of the qualification of the following persons was before Council:

James A. Allen as a Commissioner of the Roanoke Redevelopment and Housing Authority, for a term ending August 31, 2008; and

Robert N. Richert as a member of the Architectural Review Board, for a term ending October 1, 2008.

Mr. Fitzpatrick moved that the report of qualification be received and filed. The motion was seconded by Mr. Lea and adopted by the following vote:

AYES: Council Members Wishneff, Cutler, Dowe, Fitzpatrick, Lea, McDaniel, and Mayor Harris-----7.

NAYS: None-----0.

### REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS: NONE.

**REPORTS OF OFFICERS:** 

CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

BUDGET-HOUSING/AUTHORITY-COMMUNITY PLANNING: The City Manager submitted a communication advising that Roanoke's "C2C (Cradle to Cradle) Home" is an international home design and construction competition which will be conducted by the Council of Community Services (CCS) through Smith-Lewis Architecture; the purpose of design competition is to design and to create affordable and other housing that is energy efficient, based on sustainable and reusable materials and relies on innovative manufacturing techniques and technology; the City is agreeable to reimbursing CCS up to \$100,000.00 for planning activity and land acquisition costs related to design competition; the City plans to use Community Development Block Grant (CDBG) funds which are available in Account No. 035–G03–0320–5416; and funds are currently designated

for the "Multi-Unit Affordable Rental Housing Project" and will be replaced at a later date.

It was further advised that in addition to C2C activities, the Council of Community Services is interested in sponsoring a Valley-wide conference for all human service providers in an effort to support developing regional approaches toward human service needs in the Roanoke Valley; the City is agreeable to reimbursing CCS up to \$15,000.00 for costs related to the conference; and by using Community Development Block Grant (CDBG) funds in Account No. 035–G04–0421–5402, which are currently set aside for the "Daycare Services Initiative" project to study existing daycare capacity and needs, the project will become the "Human Services Initiative" instead.

It was explained that the City's current Consolidated Plan does not make provision for the above referenced uses of CDBG funds; therefore, Council must approve amendments to the Consolidated Plan as a prerequisite to entering into agreements with the Council of Community Services for the "C2C Housing Competition" and the Valley-wide conference.

It was noted that changes to the Consolidated Plan constitute substantial amendments, which require a 30-day public comment period before a change can be implemented; and the public comment period began with a newspaper advertisement on September 12, 2004, and ended on October 13, 2004, with no compelling objections having been received.

The City Manager recommended that Council:

 Approve amendment of the City's Consolidated Plan to allow use of CDBG funds to reimburse the Council of Community Services for planning activities and land acquisition costs associated with the "C2C (Cradle to Cradle) Housing Competition and allow funds to be used for regional cooperation in an effort to address human service needs in the Valley;

Authorize the City Manager to execute and to submit any necessary documents, to be approved as to form by the City Attorney, to the United States Department of Housing and Urban Development for such amendment;

Authorize execution of the 2004-2005 CDBG Subgrant Agreement with the Council of Community Services; and

Authorize transfer of \$100,000.00 from Account No. 035-G03-0320-5416 (Multi-Unit Affordable Rental Housing) to an account for the C2C Home program to be established in the Grant Fund by the Director of Finance.

Mr. Fitzpatrick offered the following budget ordinance:

(#36889-110104) AN ORDINANCE to transfer Community Development Block Grant funds for the Cradle to Cradle (C2C) Home Program, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of Ordinance, see Ordinance Book No. 69, Page 177.)

Mr. Fitzpatrick moved the adoption of Ordinance No. 36889-110104. The motion was seconded by Mr. Cutler.

Upon question, the City Manager advised that the "Cradle to Cradle" Housing Design Competition will be held in the City of Roanoke in mid January, 2005; judging and posting of entries will occur at the Art Museum; the construction of award winning houses will take place in the summer of 2005, with the goal of constructing 30 houses; approximately 12 properties have either been donated or the owner has indicated a willingness for a house to be constructed on the property; the City is looking at the possible purchase of certain delinquent properties that could be used once the current structure is removed; and the purpose of the competition is to construct housing that is both efficient and ecologically sound or sustainable.

There being no further discussion, Ordinance No. 36889-110104 was adopted by the following vote:

AYES: Council Members Wishneff, Cutler, D	owe, Fitzpatrick, Lea, McDanie	١,
and Mayor Harris		7
·		
NAVS: None		`

### Mr. Dowe offered the following resolution:

(#36890-110104) A RESOLUTION authorizing the appropriate City officials to execute an amendment to the Consolidated Plan for FY 2004-2005, providing for the use of Community Development Block Grant funds to reimburse the Council of Community Services (CCS) for its planning activity and land acquisition costs related to Roanoke's "C2C (Cradle to Cradle) Housing Competition," and allowing funds to be used to sponsor a Valley-wide conference for developing regional approaches toward human service needs in the Valley, and authorizing the City Manager to execute a 2004-2005 Community Development Block Grant Subgrant Agreement with the Council of Community Services, upon certain terms and conditions.

(For full text of Resolution, see Resolution Book No. 69, Page 177.)

Mr. Dowe moved the adoption of Resolution No. 36890-110104. The motion was seconded by Mr. Fitzpatrick and adopted by the following vote:

AYES: Council Members Wishneff, Cutler, Dowe, Fitzpatrick, Lea, McDaniel, and Mayor Harris-----7.

NAYS: None-----0.

BRIDGES: The City Manager submitted a communication advising that on December 6, 1999, Council awarded a contract to Hayes, Seay, Mattern & Mattern, Inc. (HSMM) for design of the Downtown North Parking Garage (Gainsboro) and the First Street Bridge; three amendments to the contract have been executed for additional design services; and the original contract was for \$560,000.00, with three amendments totaling \$139,997.00.

It was further advised that Council received a briefing on September 7, 2004, outlining four alternatives for the First Street Bridge; each option was discussed in detail and the Council selected Alternative B which provided for complete rehabilitation of the existing First Street Bridge structure as a pedestrian only facility; the selected alternative requires dismantling the bridge, repairing or replacing deteriorated parts and re-erecting the rehabilitated bridge; the structure will be improved with some modern materials to improve capacity to carry pedestrian loads without limitation, and the selected alternative is estimated at \$2.2 million.

It was noted that approximately \$2.0 million in existing project funding is available and staff anticipates that additional funding of approximately \$200,000.00 will be needed, however, given the nature of the proposed rehabilitation project, costs will be better defined once detailed project plans and specifications are completed, and additional funding will be requested at completion of engineering design.

The City Manager advised that the selected alternative requires a new set of construction plans and specifications to be developed since previous design work completed for a replacement bridge cannot be used for the selected alternative; throughout the different stages of the project, no design was prepared for a rehabilitated existing structure; the existing bridge needs to have an inspection performed with detailed evaluation of existing bridge parts which will determine which parts need to be rehabilitated or replaced; many of the parts have experienced extensive corrosion over the years and will need to be replaced; and incorporation of Dr. Martin Luther King, Jr. enhancements will be taken into consideration as a part of the rehabilitation design.

It was explained that staff considered the option of hiring a new design consultant since the proposed bridge rehabilitation plan requires an entirely new design; however, after considering the time required for the professional services selection process, likely increased design costs, and the benefit of the current consultant's knowledge of the project, it is recommended that the current consultant be retained.

It was noted that total project estimate of \$2.2 million included the cost of preparing new plans and specifications; City staff has negotiated a contract amendment for the necessary design for repair and rehabilitation in the amount of \$166,570.00; approval by Council of the contract amendment is necessary inasmuch as the amendment exceeds 25 per cent of the initial contract value; and funding in the amount of \$166,570.00 is available in Account No. 008–052–9574 First Street Pedestrian Bridge.

The City Manager recommended that she be authorized to execute Amendment No. 4 for the above referenced services with Hayes, Seay, Mattern & Mattern, Inc., in the amount of \$166,570.00.

Mr. Fitzpatrick offered the following resolution:

(#36891-110104) A RESOLUTION authorizing the City Manager's issuance and execution of Amendment No. 4 to the City's contract with Hayes, Seay, Mattern & Mattern, Inc., for additional professional services for the Downtown North Parking Garage (Gainsboro) and First Street Bridge Project.

(For full text of Resolution, see Resolution Book No. 69, Page 178.)

Mr. Fitzpatrick moved the adoption of Resolution No. 36891–110104. The motion was seconded by Mr. Cutler and adopted by the following vote:

AYES: Council Members Wishneff, Cutler, Dowe, Fitzpatrick, Lea, McDaniel, and Mayor Harris-----7.

NAYS: None-----0

DIRECTOR OF FINANCE:

AUDITS/FINANCIAL REPORTS: The Director of Finance submitted the Financial Report for the month of September 2004.

There being no questions or comments, without objection by Council, the Mayor advised that the Financial Report for the month of September would be received and filed.

REPORTS OF COMMITTEES: NONE.

**UNFINISHED BUSINESS:** 

CITY CODE-TAXES: The City Manager submitted a communication advising that on September 7, 2004, Council was briefed by the Director of Real Estate Valuation on proposed changes for participation in the City's program that allows tax exemptions for the rehabilitation of residential, commercial, and industrial real property; on October 18, 2004, Council was presented with a revised ordinance, and following discussion, it was the consensus of Council to table action on the ordinance until the regular meeting of Council on Monday, November 1, 2004; and Council requested that the ordinance be revised to apply to commercial/industrial and multi-use property only, with recommendations regarding the rehabilitation of residential property to be re-evaluated and incorporated into the City's Housing Strategic Plan that will be presented in early 2005.

The City Manager further advised that recommended changes to the program now include:

- Revisions to the restrictions on increased square footage on commercial and industrial real property such that the total square footage of the structure cannot be increased by more than 100%. Currently, total square footage must not be increased by more than 15 per cent;
- Increasing the application fee when a change in use will result in additional tax parcel numbers being created to \$50.00 for each additional tax map number created. Currently, the application fee is \$50.00 for each property;
- For multi-use properties, requiring the residential portion to meet the eligibility requirements for residential real property and requiring the commercial or industrial portion to meet the eligibility requirements for commercial or industrial real property. Currently, any property, the use of which is partially residential and partially commercial or industrial, is treated as residential in its entirety for purposes of this division;
- Extending the termination date of the current program from July 1, 2005 to July 1, 2010. The proposal to extend the date out five years will allow the City the opportunity to monitor and to assess whether the program's goals continue to be met as a result of changes.

The City Manager recommended that Council adopt an ordinance amending and reordaining Division 5, Exemption of Certain Rehabilitated Real Property, consisting of §§32–93 through 32–101, of Chapter 32, Taxation, Code of the City of Roanoke (1979), as amended, by amending the eligibility requirements for tax exemption based on the recommendations noted above.

Mr. Fitzpatrick moved that the matter be removed from the table. The motion was seconded by Ms. McDaniel and unanimously adopted.

Mr. Dowe offered the following ordinance:

(#36892-110104) AN ORDINANCE amending and reordaining Division 5. Exemption of Certain Rehabilitated Property, consisting of §§32-93 through 32-101, of Chapter 32, Taxation, Code of the City of Roanoke (1979), as amended, by amending the eligibility requirements for tax exemption pursuant to this Division; modifying the restrictions on square footage on commercial and industrial real property; increasing the application fee when a change in use will result in additional tax parcel numbers being created; making certain other changes to the City's tax exemption program for rehabilitated real property; and dispensing with the second reading by title paragraph of this ordinance.

(For full text of Ordinance, see Ordinance Book No. 69, Page 179.)

Mr. Dowe moved the adoption of Ordinance No. 36892–1101104. The motion was seconded by Ms. McDaniel and adopted by the following vote:

AYES: Council Members Wishneff, Cutler, Dowe, Fitzpatrick, Lea, McDaniel, and Mayor Harris-----7.

NAYS: None-----0.

### INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

WATER RESOURCES-REFUSE COLLECTION: Mr. Cutler offered the following resolution fixing the compensation that may be received by certain members of the Boards of the Western Virginia Water Authority and the Roanoke Valley Resource Authority at \$250.00 per month, effective January 1, 2005:

(#36893-110104) A RESOLUTION fixing the compensation that may be received by certain members of the Boards of the Western Virginia Water Authority and the Roanoke Valley Resource Authority; and establishing an effective date.

(For full text of Resolution, see Resolution Book No. 69, Page 183.)

Mr. Cutler moved the adoption of Resolution No. 36893-110104. The motion was seconded by Mr. Lea and adopted by the following vote:

AYES: Council Members Wishneff, Cutler, Dowe, Fitzpatrick, Lea, McDaniel, and Mayor Harris-----7.

NAYS: None-----0.

#### MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:

DRUGS/SUBSTANCE ABUSE: Council Member Lea requested an opinion from the City Attorney with regard to actions, if any, that the City of Roanoke may take with regard to the proposed methadone clinic to be located at the corner of Cove and Hershberger Roads, N. W.

The City Attorney responded that approximately one year ago, the Council and the City administration were advised, after the fact, that a business license had been issued to a business that proposed to open a methadone clinic on Hershberger Road; in applying for the business license, the company obtained zoning approval and certification from the City; a business license was issued and the business proceeded to apply for and obtained building permits through the City and invested several hundred thousand dollars in building renovations, following which the company obtained a Certificate of Occupancy from the City to occupy the building. He stated that when the matter was brought to the attention of the City administration and City Council, it was too late, legally, to address the issue inasmuch as all necessary permits had been issued.

The City Attorney advised that in working with the City Planning Commission and City Planning staff, the City's Zoning Ordinance was amended in December 2003 to provide that in the future any clinic of this type would be required to obtain approval by the City's Board of Zoning Appeals and to obtain a special exception permit, which would necessitate a public hearing before the Board of Zoning Appeals and an opportunity for residents and citizens to be heard by the Board of Zoning Appeals. At that time, he stated that Council also requested, through its Legislative Program to the General Assembly, that legislation be enacted to institute a statute that would require the State to notify localities when an application for a facility of this type is filed, and a statute was passed by the General Assembly which requires that clinics of this type must be located a certain number of feet from schools and day care centers, etc. He explained that the General Assembly cannot enact laws that are retroactive, but in the future, should a similar clinic apply, it will be required to meet spacing or separation requirements as set forth in the State Code, the City will be notified in advance and provided with an opportunity for input on the application, and to address specifically whether the proposed location is in conformance with the City's Comprehensive Plan. He stated that he was not aware of any action that the City of Roanoke can take to prevent the methadone clinic from opening at the Hershberger Road location; and efforts have been made to identify other suitable locations for the facility. In summary, he stated that he was not aware of any legal challenge that could be mounted by the City of Roanoke at this time.

Council Member Dowe advised that the City of Roanoke has done everything within its power to address all legal issues. He stated that it would be hoped that the operator of the methadone clinic, in the spirit of a corporate partner who is about to locate in the City of Roanoke, would realize the magnitude of the situation and the type of atmosphere that has been created and would be willing to work with the community to identify a more appropriate location.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

CITY MARKET: Philip Full, owner of New York Subs, located in the City Market Building, inquired as to why after 20 years, the City of Roanoke has decided to change its policy to allow national chain restaurants to locate in the City Market Building. He stated that when the City and F & W Management Corporation established the concept for the City Market Building, the agreement was to invite a blend of local business men and women with unique concepts that would compliment each other, not compete; whether or not a non compete clause is a part of the agreement, there has always been a "gentleman's agreement" to not infringe on other concepts; and with this policy, the City Market area has grown over the past 20 years. He called attention to several businesses such as Corn Beef and Company, Fast Freddy's, Confetti's, etc., that have moved on to larger and more successful operations; the Market area has a long history of serving as the hub of downtown Roanoke and the City Market Building and the Farmer's Market have been known as a place where local persons can buy, sell and trade their wares and produce. He stated that this is not the first time in 20 years that a competing national chain restaurant has tried to locate in the City Market Building, but with the recent management change, it is the first time that the idea has been allowed to be considered. He added that New York Subs has operated out of the City Market Building since the food court concept was implemented, and in those 20 years they have been surrounded by competition; and national chain food can be acquired anywhere in America, but few places are left in the United States that allow for the local flair that can be found in Roanoke's City Market which adds to making downtown Roanoke a destination spot. He stated that the national chain restaurant seeking to locate in the City Market Building offers menu items that duplicate many of the offerings of New York Subs; however, his position would be the same if the restaurant chain offered pizza, hamburgers, or Mexican cuisine, in support of the owners of those businesses who already have concepts in place in the City Market Building. He added that the presence of national restaurant chains on the Market, along with their golden arches and familiar icons, will erase the local character and flavor that has uniquely identified the Roanoke City Market for many years.

Anita Wilson, President, City Market Building Tenant's Association, and Coowner of two businesses in the City Market Building, spoke on behalf of established businesses in the City Market Building. She advised that it is the collective opinion of Market Building businesses that they have been failed by the City of Roanoke by allowing an out of town based rental company to operate the Market Building. She addressed issues of concern with regard to lease uniformity, clarification of leases, compete and non-compete clauses in some leases, continued improvements to the Market Building, and leasing of empty place, including the entire third floor of the building. She stated that business is the key to the success of downtown Roanoke and asked that business interests in the City Market Building be protected by the City of Roanoke.

Kelly Crovo, owner of the Red Coyote located in the City Market Building, called attention to the deterioration of the City Market Building and raised questions as to why the City has allowed the building to deteriorate to the point that millions of dollars will be required to bring the building up to acceptable standards. He called attention to vacant buildings in the downtown Roanoke area and advised that the City's Human Services department has been relocated outside of downtown Roanoke which has affected business in the City Market Building. Therefore, he inquired if the City has developed proposed plans to revitalize downtown Roanoke.

Dean Crump, representing the owner of Nuts and Sweet Things located in the City Market Building, expressed concern that a lease which has worked well for 20 years has now been changed without any explanation by the new management firm. He spoke in support of the remarks of previous speakers.

The Mayor advised that Council will be briefed on the City Market/City Market Building on Monday, November 15, 2004, at 2:00 p.m., and invited all interested persons to attend the meeting.

Council Member Wishneff suggested that the briefing include information on such issues as national chain restaurants, future management of the City Market Building, the structuring of leases, and the impact of current construction on City Market Building business.

DRUGS/SUBSTANCE ABUSE: Ms. Judy Ferguson, 1713 Coveland Drive, N. W., spoke against the proposed methadone clinic on Hershberger Road, N. W. Even though the City of Roanoke has stated that there is nothing, legally, that can be done to prevent the methadone clinic from opening, she asked that the City intervene on behalf of the neighborhood. She stated that it has been reported that the proposed methadone clinic has spent thousands of dollars on building renovation, but it should also be taken into consideration that residents of the area have a vested interest in the safety of their children and in the value of their homes and churches.

Ms. Trina Blaney, 1703 Coveland Drive, N. W., advised that the use of cocaine, marijuana and alcohol currently represent problems in the community, therefore, a methadone clinic would compound the issue. She asked that Council take into consideration the concerns of residents of the area and the community as a whole, and locate the methadone clinic at a site that is not in close proximity to schools, homes and churches. She expressed a further concern that in order for an addict to free herself or himself of drugs, the individual should not be cross addicted with another chemical; instead, it is necessary to cleanse the body rather than to administer a drug that will only take away the craving; and instead of cross addicting, addicts need counseling and a form of alternative treatment. She advised that it has been stated that some persons will travel as long as two hours to reach the methadone clinic on Hershberger Road, therefore, the clinic should be located in an area where most of the persons receiving the treatment reside and not in northwest Roanoke City.

The Reverend Brian Kingery, 7956 Wood Haven Road, N. W., Pastor, Roanoke Valley Dream Center, 1026 Lafayette Boulevard, N. W., expressed sympathy for those persons who struggle with drug addiction, for which there are few answers in the City of Roanoke. He stated that many citizens are confused and concerned about what happens in and around a methadone clinic, but if Roanoke is truly caring and compassionate as a City, it is the City of Roanoke's responsibility to be a part of the solution. Therefore, he stated that the question is, if Roanoke chooses not to allow a methadone clinic, what does the City plan to do since drugs and drug addiction are problems in the City of Roanoke and it is time for citizens to stop ignoring the problem. In closing, he challenged the citizens of Roanoke to not become overly focused on what is perceived to be harmful to the City, but instead, embrace any program that will create success by helping people in the community who are struggling with drug addiction. He invited the methadone clinic to his church at 1026 Lafayette, N. W., where they will receive both physical and spiritual treatment.

Ms. Mary Paxton, 2206 Garstland Drive, N. W., expressed concern due to the number of churches, schools and day care centers in the area of the proposed methadone clinic on Hershberger Road and for the safety of citizens, many of whom are elderly. She stated that residents of the area understand that those persons who will use the services offered by the methadone clinic need help and they are not opposed to a methadone clinic, but they do not want the facility to be located in their neighborhood when there are other parts of the City where the clinic could be located that will not infringe on the individual rights of citizens, churches and schools.

Mr. Robert Gravely, 729 Loudon Avenue, N. W., criticized the State for allowing a methadone clinic to be located in any locality without first informing the appropriate local officials.

The City Manager responded to the above remarks and advised that a business license and a zoning verification were requested for the proposed methadone clinic in October 2003 and Council acted on a zoning ordinance amendment on November 14, 2003, therefore, the business license was issued approximately 15 days prior to the Council's action. Although it was too late to affect the methadone clinic in question, she stated that Council enacted the appropriate measure to ensure that a similar situation will not occur in the future; and following action by the General Assembly last year, Zoning staff, City Planning staff and others visited a number of locations throughout the City to identify an alternate location for the facility; however, State legislation requires that any clinic will be located more than one half mile from a day care center and/or a school. She added that if a suitable location is found, the requirement exists under the City's current zoning ordinance for a special use permit to be issued by the Board of Zoning Appeals; and the City continues to receive telephone calls from interested persons who have identified proposed locations, which are reviewed to determine if the locations meet the requirements, and zoning and distance requirements make it difficult to locate suitable sites within the City. She stated that it is her understanding, in consultation with the City Attorney, that the City has done everything it can under the circumstances; she agreed with a previous speaker that it is unfathomable that the State would allow an activity of this nature to locate in a community without advance notice to local officials; and at the City's

urging, the State enacted legislation that any future clinic of this nature would require a minimum of 30 days notice to the locality. She advised that treatment should be available to those persons in need in the Roanoke community, the City of Roanoke considers the needs of its citizens, and shares the burden of those persons in need who come to Roanoke from other communities. She added that she was personally disturbed that the proposed methadone clinic and its location has created unrest in the community because the issue does not have anything to do with the treatment of individuals, but the location; therefore, the City of Roanoke will continue to work on an alternate location and if citizens wish to suggest other locations as potential sites, the City will review their proposals.

Council Member Lea made the observation that a United States Attorney previously spoke in opposition to the location of a methadone clinic in Roanoke County; however, he was not aware that the individual had spoken to the issue in the City of Roanoke. He advised that residents of the Hershberger Road area have expressed frustration because the United States Attorney also represents the City of Roanoke.

ARMORY/STADIUM: Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, advised that November 11, Veterans Day, is observed as a day to honor those persons who gave their life for the freedom of the United States of America. He stated that many years ago during the month of November, Victory Stadium was dedicated to the memory of those persons who sacrificed their lives for their country; therefore, Victory Stadium should be renovated, promoted and used as a City facility.

## CITY MANAGER COMMENTS: NONE.

At 3:40 p.m., the Mayor declared the Council meeting in recess for one Closed Session.

At 4:00 p.m., the Council meeting reconvened in the City Council Chamber, with all Members of the Council in attendance, Mayor Harris presiding.

COUNCIL: With respect to the Closed Meeting just concluded, Mr. Fitzpatrick moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Mr. Dowe and adopted by the following vote:

AYES: Council Members Wishneff, Cutler, Dowe, Fitzpate and Mayor Harris	
NAYS: None	0
There being no further business, the Mayor declared the at 4:02 p.m.	meeting adjourned
APPROVED	
ATTEST:	
Mary F. Parker City Clerk	C. Nelson Harris Mayor



# CITY OF ROANOKE OFFICE OF THE MAYOR

215 CHURCH AVENUE, S.W., ROOM 452 ROANOKE, VIRGINIA 24011-1594 TELEPHONE: (540) 853-2444 FAX: (540) 853-1145

December 20, 2004

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended; and to interview applicants for four vacancies on the City Planning Commission.

Sincerely,

C. Welson Havis

C. Nelson Harris Mayor

CNH:snh



Rita J. Gliniecki Chairman John M. Hudgins, Jr. Vice Chairman Robert Williams, Jr. Treasurer Carole Beat Geiger, Ph.D. Secretary Executive Director

S. James Sikkema, LCSW

December 10, 2004

Ms. Darlene L. Burcham City Manager City of Roanoke 215 Church Avenue, SW Roanoke, VA 24011

Dear Ms. Burcham:

At its regularly scheduled meeting on December 2, 2004, the Board of Directors of Blue Ridge Behavioral Healthcare voted unanimously to nominate Dana Barnes Lee to fill the board member at-large vacancy that will occur as of December 31. This letter is our request that Roanoke City Council appoint our nominee by ratification. Her first three-year term should run from January 2005 through December 2007.

Mrs. Lee, a resident of the City of Roanoke, has recently retired after 31 years as a Licensing Specialist with the State Department of Social Services. Currently she is Superintendent of the Church School at the Loudon Avenue Christian Church. Mrs. Lee exhibits a passion for children, and is a teacher at heart. She holds a B.S. degree in Psychology, and is a member of the Alpha Kappa Alpha Sorority.

Because our by-laws require at-large appointments to be ratified by all member jurisdictions of the CSB, this request is being sent simultaneously to our other four local governing bodies for their ratification as well.

Sincerely,

S. James Sikkema

**Executive Director** 

C: The Honorable C. Nelson Harris, Mayor Mary F. Parker, City Clerk Dana Barnes Lee 4139 Appleton Avenue NW Roanoke, VA 24017-2107



# CITY OF ROANOKE OFFICE OF THE MAYOR

215 CHURCH AVENUE, S.W., ROOM 452 ROANOKE, VIRGINIA 24011-1594 TELEPHONE: (540) 853-2444 FAX: (540) 853-1145

December 20, 2004

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Ms. McDaniel and Gentlemen:

I respectfully request Council's concurrence on a matter I have been pursuing recently, namely the adoption of a policy relative to the City of Roanoke procuring art from the City Art Show. The elements of the policy are as follows:

- (1) The City of Roanoke will annually acquire the winner of the "Best in Show" award in the City Art Show to be included in the City's public art collection.
- (2) If the "Best in Show" is not for sale or deemed unsuitable as public art by the Roanoke Arts Commission, the Roanoke Arts Commission shall select another piece from the show for acquisition.
- (3) Funds for the purchase shall come from the Percent for the Arts program.
- (4) The Roanoke Arts Commission shall advise the City as to the most appropriate placement for the art.

The appropriate measure is attached that will implement this practice, and I trust you will give the request your positive consideration. I have also included a letter from Mark McConnel, Chair of the Roanoke Arts Commission, stating the Commission's support of the proposal.

The Honorable Vice-Mayor and Members of the Roanoke City Council December 20, 2004 Page 2

I believe art, both visual and performing, is a vital component of our City's health and vibrancy. This action will add to Council's support of the arts in our City and send a positive message about our appreciation for local art in particular. If you should have any questions, please do not hesitate to contact me. I have spoken with the City Manager, and she is supportive of this action as well. I thank you for your consideration of my request and consider it a privilege to be in service with you.

Sincerely,

C. Welson Harris

C. Nelson Harris Mayor

CNH:snh Attachments



17 November 2004

The Honorable Mayor of the City of Roanoke C/O Office of the City Clerk 215 Church Avenue Roanoke, Virginia 24011

RE: Proposed policy on City Art Show purchases

Dear Mr. Mayor:

The commission is in receipt of your letter of November 5, 2004 relating to the City of Roanoke purchasing art annually from the City Art Show. The letter has been distributed to, and reviewed by, the members of the Arts Commission. The distribution to the Commission members occurred via email and fax rather than wait for our next meeting.

We are very pleased that the city is considering re-instituting the policy of purchasing the Best-in-Show (or other appropriate work) and the members of the Commission unanimously support your recommendation to City Council. These purchases are an entirely appropriate use of percent-for-Arts allocations provided they are installed in areas readily accessible to the public. In administering the purchase and installation of the City Art Show works, the Roanoke Arts Commission will assure that they are installed in public locations. The annual purchase and installation of these works of art will be included in the 20 year master plan for the arts in Roanoke.

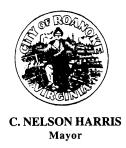
The Roanoke Arts Commission strongly recommends that City Council adopt a policy of purchasing art from the City Art Show and will dedicate its time and resources to assist the city in the administration of this policy.

Sincerely,

Mark C. McConnel, AIA

Chairman, Roanoke Arts Commission

Cc: Stephanie Moon, Deputy City Clerk Darlene Burcham, City Manager



# CITY OF ROANOKE OFFICE OF THE MAYOR

215 CHURCH AVENUE, S.W., ROOM 452 ROANOKE, VIRGINIA 24011-1594 TELEPHONE: (540) 853-2444 FAX: (540) 853-1145

November 5, 2004

Mark C. McConnel, Chair Roanoke Arts Commission 532 Linden Streeet, S. E. Roanoke, Virginia 24014

#### Dear Chairman McConnel:

It is my intention to put forward a policy for Council's adoption relative to procuring art from the City Art Show for the City of Roanoke. The elements of the policy would be as follows:

- 1) The City of Roanoke will <u>annually</u> acquire the winner of the "Best in Show" award in the City Art Show to be included in the city's collection of public art.
- 2) If the "Best in Show" is not for sale or deemed unsuitable as public art by the Roanoke Arts Commission, the Roanoke Arts Commission shall select another piece of art from the show for acquisition.
- 3) Funds for the purchase shall come from the Percent for the Arts program.
- 4) The Roanoke Arts Commission shall advise the city as to the most appropriate placement for the art.

I am pleased for you to know that the city has already made plans to acquire this year's "Best in Show" winner, and I would respectfully request the Commission advising the City Manager's office as soon as possible as to the most appropriate placement for the piece. It is being temporarily displayed in the Mayor's office.

I am asking that the Roanoke Arts Commission concur in the above policy, making any suggestions deemed appropriate, so that I might attach a letter of support from the Commission to my Council communication. I hope to present this policy in the very near future, so this is time sensitive.

I wish to take this opportunity to thank the Commission for its ongoing work to promote the arts in our community, and as mayor I truly want to uplift "all things art" that we have in Roanoke. I thank you for your consideration of my request and look forward to hearing favorably from you.

Sincerely,

C. Nelson Harris

Mayor

### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION adopting a policy relative to the City of Roanoke procuring art from the City Art Show, and the Roanoke Arts Commission's role in the selection of such art work.

WHEREAS, art, both visual and performing, is a vital component of the City's health and vibrancy, and adoption of this policy will add to Council's support of the arts in the City and send a positive message about its appreciation of local art in particular; and

WHEREAS, by letter dated December 20, 2004, the Mayor, has recommended that Council adopt a policy with regard to the City's procuring art from the City Art Show.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

- The Council of the City of Roanoke hereby adopts the following policy relative to the
   City's acquisition and of art from the City Art Show:
  - (a) The City of Roanoke will annually acquire the winner of the "Best in Show" award in the City Art Show to be included in the City's public art collection;
  - (b) If the "Best in Show" is not for sale or deemed unsuitable as public art by the Roanoke Arts Commission, the Roanoke Arts Commission shall select another piece from the show for acquisition;
  - (c) Funds for the purchase shall come from the Percent for the Arts Program; and
  - (d) The Roanoke Arts Commission shall advise the City as to the most appropriate placement for the art.
- The City Clerk is directed to forward a copy of this resolution to Mark C. McConnel,
   Chair of the Roanoke Arts Commission.

ATTEST:

City Clerk.



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor and Members of City Council Roanoke, VA 24011

Dear Mayor Harris and Members of Council:

Subject: Downtown

Parking/Campbell Ave. and Luck Ave.

**Parking Garages** 

This is to request space on Council's regular agenda for a 10 minute presentation on the above referenced subject.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:sm

C: City Attorney

Director of Finance

City Clerk



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Subject: Authorization to accept Wireless Board funding for E-911

Dear Mayor Harris and Members of City Council:

## Background

Prior to 2001, all wireless calls for E911 service were processed by the Virginia State Police. Beginning in 2001, all 911 wireless calls became the responsibility of local E911 Centers. To support the transfer of the wireless call volumes to the localities, the State established an annual funding allocation based on wireless call volumes for local staff, equipment and training needs. This funding program is administered by the Virginia E911 Wireless Services Board.

In FY 2001-02, the City of Roanoke E911 Center processed 13,000 wireless phone calls. In FY 2003-04, a total of 48,486 wireless calls were processed, which represented 17% of total call volume in the E911 Center.

Based on this wireless call volume level, the Wireless Services Board is providing an additional \$140,148.42 over and above last year's allocation for E911 Center staff, training and equipment needs. This funding will be available in future years and should increase as wireless 911 call volumes continue to increase. There are no requirements for matching funds.

This report requests that Council appropriate these additional funds for E-911 Center training, hardware and the hiring of two (2) additional Public Safety Telecommunicators and one (1) additional Communications Supervisor.

Mayor Harris and Members of City Council December 20, 2004 Page 2

## Recommended Action(s):

Accept the funding from the Virginia State Wireless E911 Services Board and increase the wireless revenue estimate by \$140,148. Appropriate \$12,500 to E911 Wireless account 001-430-4130-2044 for E911 training. Appropriate \$68,203 into the E911 upgrades for Hardware/Software account 013-430-9870-9007 for upgrades to software and hardware.

City Council authorize the addition of two (2) Public Safety Telecommunicators and one (1) Communications Supervisor in the Department of Technology to provide support for the increase in E911 Center wireless call volumes. Appropriate \$59,445 to the E-911 accounts listed below:

	Object	Amount
Regular Employee Salaries	1002	\$ 44,754
City Retirement	1105	4,372
ICMA Match	1116	975
FICA	1120	3,498
Hospitalization Insurance	1125	4,950
Dental Insurance	1126	332
Life Insurance	1130	439
Disability Insurance	1131	125
Total		\$ 59,445

The funding and associated expenditure amounts will be adjusted during the annual budgeting process to reflect a full year of activity for each fiscal year thereafter.

Respectfully submitted,

Darlene L. Burcham City Manager

## DLB:je

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
George C. Snead Jr., Assistant City Manager for Operations
Sherman M. Stovall, Director of Management and Budget
John Elie, Director of Technology
Ron Wade, Superintendent, E911 Center

CM04-0198



# IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funds for the E-911 State Wireless Board Funding, amending and reordaining certain sections of the 2004-2005 General and Department of Technology Funds Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 General and Department of Technology Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

General Fund		
Appropriations		
Training and Development	001-430-4130-2044	12,500
Regular Employee Salaries	001-430-4131-1002	44,754
City Retirement	001-430-4131-1105	4,372
ICMA Match	001-430-4131-1116	975
FICA	001-430-4131-1120	3,498
Hospitalization Insurance	001-430-4131-1125	4,950
Dental Insurance	001-430-4131-1126	332
Life Insurance	001-430-4131-1130	439
Disability Insurance	001-430-4131-1131	125
Transfer to Department of Technology	001-250-9310-9513	68,203
Revenues		
E-911 Wireless	001-110-1234-0654	140,148
Department of Technology Fund		
Appropriations		
Appropriated From State Grant Funds	013-430-9870-9007	68,203
Revenues		
Transfer From General Fund	013-110-1234-1037	68,203

	Pursuant to	the	provisions	of	Section	12	of the	City	Charter,	the	second	reading	of	this
ordinar	nce by title i	s her	eby disper	ıse	d with.									

ATTEST:

City Clerk.



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Funding for Western Virginia Workforce Development Board Work-Force Investment Act (WIA) Programs

## **Background:**

The City of Roanoke is the grant recipient for Workforce Investment Act (WIA) funding, thus, City Council must appropriate the funding for all grants and other monies received in order for the Western Virginia Workforce Development Board to administer WIA programs. The Western Virginia Workforce Development Board administers the federally funded Workforce Investment Act (WIA) for Area 3, which encompasses the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the cities of Covington, Roanoke, and Salem.

WIA funding is for four primary client populations:

- Dislocated workers who have been laid off from employment through no fault of their own;
- Economically disadvantaged individuals as determined by household income guidelines defined by the U.S. Department of Labor:
- Youth who are economically disadvantaged, or who have other barriers to becoming successfully employed adults; and
- Businesses in need of employment and job training services.

Mayor Harris and Members of City Council December 20, 2004 Page 2

The Western Virginia Workforce Development Board has received a second Notice of Obligation (NOO) from the Virginia Employment Commission allocating an additional \$109,300 for the Adult Program, which serves economically disadvantaged persons; and \$89,480 for the Dislocated Worker Program, which serves persons laid off from employment through no fault of their own for Program Year 2004 (July 1, 2004 – June 30, 2006). Ten percent of the aforementioned totals are to be allocated to the administrative function of the Western Virginia Workforce Development Board.

## Considerations:

- Program Operations Existing activities will continue and planned programs will be implemented.
- Funding Funds are available from the Grantor agency and other sources as indicated, at no additional cost to the City.

#### Recommendations:

Accept the Western Virginia Workforce Development Board Workforce Investment Act funding of \$198,780 for Program Year 2004. Appropriate the funding to accounts as listed on Attachment A. Increase the related revenue estimates in the Grant Fund.

Respectfully submitted,

Darlene L. Burcham City Manager

#### DLB:tm

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda B. Russell, Assistant City Manager for Community Development
Sherman M. Stovall, Director of Management and Budget
Jane Conlin, Director of Human Services

## Western Virginia Workforce Development Board 2004-2006 2nd Budget Allocation

Org. Name	Fund/Agency/ <u>Org.</u>	Object Code	Account Name		udgeted Dollars
Admininstrative	035-633-2310	8050 W		\$	13,682
/ Idifilition du vo	000 000 2010		elephone	\$	199
		8058 L	•	\$	1,118
		8052 T		\$	499
		8055 S		\$	333
			larketing	\$	609
			ontractual Services	\$	2,772
			quipment	\$	222
		8056 Ir	surance	\$ \$	388
		2010 F	ees For Professional Services	\$	56
Total				\$	19,878
Adult	035-633-2311	8050 W	•	\$	4,642
		8090 T	elephone	\$	66
		8058 L		\$	372
		8052 T		\$ \$ \$ \$ \$ \$ \$	165
		8055 S		\$	111
		8053 M	larketing	\$	203
			ontractual Services	\$	92,590
			quipment	\$	73
			surance	\$	129
		2010 F	ees For Professional Services	\$	19
Total				\$	98,370
Dislocated Worker	035-633-2312	8050 W	lages	\$	3,499
Biologatou violitoi	000 000 2012		elephone	\$	49
		8058 L	•	\$	279
		8052 T		\$ \$ \$ \$ \$ \$ \$ \$	125
		8055 S		\$	83
			arketing	\$	152
			ontractual Services	\$	76,179
			quipment	\$	55
			surance	\$	97
		2010 F	ees For Professional Services	\$	14
Total				\$ \$	80,532
Grand Total of 2nd 20	104-2006 Budget All	location		\$	109 700
Ciana iolai di 200 20	107-2000 Buuget All	ocalion		Φ	198,780



## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for the FY05 Workforce Investment Act Grant, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Wages	035-633-2310-8050	\$ 13,682
Telephone	035-633-2310-8090	199
Leases	035-633-2310-8058	1,118
Travel	035-633-2310-8052	499
Supplies	035-633-2310-8055	333
Marketing	035-633-2310-8053	609
Contractual Services	035-633-2310-8057	2,772
Equipment	035-633-2310-8059	222
Insurance	035-633-2310-8056	388
Fees For Professional Services	035-633-2310-2010	56
Wages	035-633-2311-8050	4,642
Telephone	035-633-2311-8090	66
Leases	035-633-2311-8058	372
Travel	035-633-2311-8052	165
Supplies	035-633-2311-8055	111
Marketing	035-633-2311-8053	203
Contractual Services	035-633-2311-8057	92,590
Equipment	035-633-2311-8059	73
Insurance	035-633-2311-8056	129
Fees For Professional Services	035-633-2311-2010	19
Wages	035-633-2312-8050	3,499
Telephone	035-633-2312-8090	49
Leases	035-633-2312-8058	279
Travel	035-633-2312-8052	125
Supplies	035-633-2312-8055	83
Marketing	035-633-2312-8053	152
Contractual Services	035-633-2312-8057	76,179
Equipment	035-633-2312-8059	55
Insurance	035-633-2312-8056	97

Fees For Professional Services 035-633-2312-2010 Revenues Workforce Investment Act Grant FY05 035-633-2311-2311 198,780

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

14

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## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION accepting the Western Virginia Workforce Development Board Workforce Investment Act funding of \$198,780 and authorizing the City Manager to execute the requisite documents necessary to accept the funding.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The Western Virginia Workforce Development Board Workforce Investment Act funding of \$198,780 is hereby ACCEPTED.
- 2. The City Manager is authorized to execute, and the City Clerk is authorized to attest, the requisite documents necessary to accept funding, and any and all understandings, assurances and documents relating thereto, in such form as is approved by the City Attorney, as more particularly set out in the City Manager's letter dated December 20, 2004, to City Council.

### ATTEST:

City Clerk.



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Southwest Virginia Regional Employment Coalition

## Background:

The City of Roanoke Department of Social Services, in collaboration with the local departments of social services in Roanoke County, Franklin County, Craig County and Botetourt County, along with Total Action Against Poverty, Blue Ridge Behavioral Healthcare, Goodwill Industries of the Valleys, and Support to Eliminate Poverty, have been awarded an Employment Advancement for TANF Participants grant from the Virginia Department of Social Services (VDSS) in the amount of \$615,000. The agencies named have formed the Southwest Virginia Regional Employment Coalition. The grant is to assist citizens of our localities who are receiving Temporary Assistance to Needy Families (TANF) benefits to obtain employment or, where appropriate, an alternative disability income. The grant shall be in effect from December 1, 2004 through May 31, 2006. The City of Roanoke shall be the primary fiscal agent for this grant, and shall be responsible for distributing the grant proceeds to the provider agencies for services provided to the local DSS agencies, except that \$22,893 of the total grant shall be accessed by Roanoke County directly from the VDSS.

#### Considerations:

The above grant funding is required to maintain and improve existing services to the TANF population that will enable them to obtain employment or, where appropriate, an alternative disability income.

Honorable Mayor and Members of City Council December 20, 2004 Page 2

## **Recommended Action:**

Authorize the City Manager to execute all appropriate documents related to acceptance of the grant. All documents shall be upon form approved by the City Attorney.

Appropriate funding for Employment Advancement for TANF Participants totaling \$592,107 and establish a revenue estimate of \$592,107 in an account to be established by the Director of Finance in the Grant Fund.

Respectfully submitted,

Darlene L. Burcham City Manager

### DLB:tem

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget
Jane R. Conlin, Director of Human/Social Services
Susan Gaylor, Supervisor, VISSTA Piedmont Area Training Center
Rolanda B. Russell, Assistant City Manager for Community Development

#CM04-00200

CHY

### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for the Employment Advancement for TANF Participants Grant, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

**Appropriations** 

Fees For Professional Services 035-630-8856-2010 \$ 592,107

Revenues

Employment Advancement for TANF Participants 035-630-8856-8856 592,107

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

11

## IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing acceptance of a grant award under the Temporary Assistance to Needy Families (TANF) Project from the Virginia Department of Social Services, for the purpose of maintaining and improving existing services to eligible TANF recipients which will enable them to obtain employment or, where appropriate, an alternate disability income, authorizing the City of Roanoke to serve as fiscal agent for the distribution of such funds to the Southwest Virginia Regional Employment Coalition, and authorizing execution of any and all necessary documents to comply with the terms and conditions of the grant.

## BE IT RESOLVED by the Council of the City of Roanoke that:

- 1. The grant award under the Temporary Assistance for Needy Families (TANF) Project from the Virginia Department of Social Services, for the purpose of maintaining and improving existing services to eligible TANF recipients which will enable them to obtain employment or, where appropriate, an alternate disability income, in the amount of \$592,107.00, as set forth in the City Manager's letter to Council dated December 20, 2004, is hereby ACCEPTED.
- 2. The City of Roanoke shall be authorized to be the fiscal agent for this grant and shall be responsible for distributing the grant proceeds to the Southwest Virginia Regional Employment Coalition on behalf of City of Roanoke, Roanoke County, Franklin County, Craig County and Botetourt County.
- 3. The City Manager is hereby authorized to execute any and all requisite documents pertaining to the City's acceptance of these funds and to furnish such additional information as may

be required in connection with the City's acceptance of these grant funds.	All documents shall be
approved by the City Attorney.	

ATTEST:

City Clerk.



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Lucy Addison Middle School Fitness Center Agreement

The Parks and Recreation Department opened its first fitness center in partnership with the Roanoke Public Schools at Breckinridge Middle School in October 1997. This was followed by fitness center openings at Woodrow Wilson Middle School in November 1998, Addison Middle School in December 1999 and Jackson Middle School in February 2001.

Roanoke City Public Schools use the fitness room and equipment for physical education classes and sports conditioning. Parks and Recreation operates the facility as a fitness center, open to the general public during non-school hours.

The current one year Agreement with the Roanoke City School Board, with the option to renew for four additional one-year terms expired December 14, 2004. This current Agreement was authorized by City Council via Ordinance Number 34514-102099. Minor revisions have been made to the current Agreement. It is requested that the revised Agreement be continued for an additional term of one year, with option to renew for up to four additional one-year terms, ending December 14, 2009. Details of the rights of both the City and the Roanoke City School Board are contained in the attached Agreement.

Current level of funding in FY05 is \$17,990 which includes \$15,040 for part time salaries, \$2250 for utility/custodian charges, \$200 for equipment repair, and \$500 for operational supplies.

Honorable Mayor and Members of Council December 20, 2004 Page 2

### Recommended Action:

Authorize the City Manager to execute the attached Agreement in a form approved by the City Attorney and continue the operation of the Lucy Addison Fitness Center.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:SCB:na

### Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Steven C. Buschor, Director of Parks and Recreation
Rolanda B. Russell, Assistant City Manager for Community Development

#CM04-00199

### **AGREEMENT**

	THIS AGREEMENT is made this _					day of _	_, 2004, betweer					
the C	CITY	OF	ROANOK	Ε,	VIRGINIA,	hereinafter	referred	to	as	"City",	and	the
ROANOKE CITY SCHOOL BOARD, hereinafter referred to as "School Board".												

### WITNESSETH:

IN CONSIDERATION of the mutual covenants contained in this Agreement, the City and the School Board agree as follows:

- 1. <u>Premises</u>: The facility which is the subject of this Agreement ("Premises") shall be the fitness room, the gymnasium, and other mutually agreed upon designated space, such designation to be in writing signed by both parties, at Lucy Addison Middle School located at 1220 5<sup>th</sup> Street, N.W., in the City of Roanoke.
- 2. <u>Term of Agreement</u>: The term of this Agreement shall be from December 15, 2004, until December 14, 2005. This Agreement shall be extended for four (4) additional one-year terms, unless a party terminates the Agreement pursuant to Paragraph No. 13, in writing, no later than thirty (30) days prior to the last day of the then-current term of the Agreement.
- 3. <u>Terms of Use</u>: The Premises shall be open to the general public, subject to the following terms and conditions:
- (a) The fitness room shall be available to all persons who are sixteen (16) years of age or older. Persons who are fourteen (14) to sixteen (16) years of age may use the fitness room upon completion of training provided by the Lucy Addison Middle School 10/01/03

Physical Education Department or the Fitness Trainer employed by the City.

- (b) The Director of the City of Roanoke Department of Parks and Recreation ("Director") shall implement an identification procedure to ensure that only authorized persons are using the Premises and that their use is at the appropriate rate.
  - (c) The hours of operation of the Premises shall be as follows (Operational Hours):
  - (i) Fitness Room: 4:00 p.m. 9:00 p.m., Monday through Friday, for use by the general public, and 3:30 p.m. to 4:00 p.m. for cleaning and preparation.
  - (ii) Gymnasium: 5:00 p.m. 9:00 p.m., Monday through Friday, for use by the general public, for the first year of the Agreement, and in the future at such times as the parties mutually agree in writing. Gymnasium use is subject to school use through prior reservation by the school principal at least five business days in advance.
  - (iii) Locker rooms, and mutually agreed upon designated space: to be used at such times and subject to fees as agreed upon in writing by the parties. A take down and set up fee may be charged if the school custodial staff is required to take such action because of the nature of the activity using a facility.
  - (iv) The Premises shall be accessible from 8:00 a.m. until 3:00 p.m. on Saturdays, and from 1:00 p.m. until 6:00 p.m. on Sundays.

The Director shall have the authority to adjust the hours of operation of the Premises, or any portion thereof, in writing, and the Director shall have the authority to cancel use of the Premises for any date or dates pursuant to this Agreement due to inclement weather or any other reason.

(d) The School Board may rent the gymnasium at any time the Premises are

not scheduled to be used by the City. All arrangements relating to such rental shall be made through the School Board.

- (e) The School Board shall continuously maintain appropriate temperature and reasonable humidity control throughout the year in the fitness room for the proper maintenance and protection of the equipment in the fitness room.
- (f) The City will be responsible for the cost of repairs for damages (other than fair wear and tear or damages caused by the negligence of any School Board employee) to the facility caused by persons using the facility as part of a City-sponsored program.
- 4. Equipment: The equipment in the fitness room belongs to the City. The City shall be responsible for the cost of repairing or replacing all equipment damaged or destroyed by normal use of the equipment. The School Board shall repair or replace any equipment willfully or intentionally damaged or destroyed by any person at any time not during Operational Hours, and the City shall repair or replace any equipment willfully or intentionally damaged or destroyed by the general public during Operational Hours. Each party shall perform an inventory and inspection prior to each day of use and shall note the results of the same on forms approved and provided by the Director. The determination of whether equipment shall be repaired or replaced shall be the Director's decision.
- 5. <u>Conflicts in use</u>: Use of the Premises by the general public pursuant to this Agreement shall be subject to events scheduled by the School Board. Reasonable notice of such events shall be given to the Director, in writing, preferably fourteen (14) calendar days before the first day of the event. If less than ten (10) calendar days notice is given, then the

School Board shall supply the City an alternate location on site, adequate to allow for the prescheduled event, and acceptable to the Director.

- 6. Additional areas for use: The City shall have use of office space within the fitness room for administering this Agreement. The City shall also have use of one-half (1/2) of the storage room for storage of materials.
- 7. Access to equipment: The City and the School Board shall have access to, and may use, all equipment which is stored at Lucy Addison Middle School as of the date of this Agreement, including volleyball standards, aerobic steps, and mats. Such equipment, if damaged willfully or intentionally during a use time administered by one of the parties, shall be repaired or replaced by that party within thirty (30) days of the equipment being damaged.
- 8. <u>Maintenance of Premises</u>: The School Board shall maintain and clean the Premises after use of the same during a school day and before use of the Premises by the general public pursuant to this Agreement. The School Board shall maintain and clean the Premises before and after the use of the same on each Saturday and Sunday the Premises are used by the general public pursuant to this Agreement. The City shall pay the School Board for each Saturday or Sunday such custodial services are provided at a mutually agreeable rate.
- 9. <u>Utilities</u>: The School Board shall pay for all utilities, including water and electricity, for use of the Premises Monday through Friday, and the City shall pay a prorated share of such utilities for use of the Premises on Saturday and Sunday at a mutually agreeable rate. The City will pay all monthly fees incurred as a result of the telephone located in the

office described above, as well as all long distance calls made during the hours of operation for use by the general public.

- 10. <u>Vendor Machine(s)</u>: The School Board may restrict access to, or use of, the vending machine(s) 7:00 a.m. to 3:30 p.m., Monday through Friday. All proceeds from the vending machine shall belong to the City for use to offset costs incurred in administering this Agreement. Products sold in the machine must be approved by the School Board in writing for nutritional content.
- 11. <u>Insurance</u>: The School Board shall name the City, its officers, agents, employees and volunteers as additional insureds as their interests may appear on the appropriate School Board liability policies with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate. If any organization sponsored by the City uses the Premises, such organization shall provide the City and School Board with proof of liability insurance in accordance with the above limits and such organization shall name the City and School Board, their officers, agents, and employees as additional insureds. All insurance correspondence shall be sent to the City of Roanoke, c/o Risk Management Officer, Room 506, Municipal Building North, Roanoke, Virginia 24011, and School Board for the City of Roanoke, c/o Executive for Support Services, Roanoke City School Board, P.O. Box 13145, Roanoke, Virginia 24031.
- 12. <u>Notice</u>: Notice to the parties, unless otherwise indicated, shall be in writing and either in person and delivered to the following locations, or by first-class mail:

If to the City:

Director of Parks and Recreation

210 Reserve Avenue, S.W. Roanoke, Virginia 24016

If to the School Board:

**Executive for Support Services** 

40 Douglas Avenue, N.W. Roanoke, Virginia 24012.

13. <u>Termination</u>: This Agreement may be terminated by either party for cause, in writing, with thirty (30) days notice. The City shall have access to its equipment during normal business hours for forty-five (45) calendar days after termination and shall remove the same during that period of time.

- 14. <u>Third-Parties</u>: Neither party shall be obligated or liable hereunder to any person or entity not a party to this Agreement.
- 15. <u>Successors and Assigns</u>: The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- 16. <u>Assignment</u>: This Agreement and the rights and obligations hereunder may not be sold, assigned, or transferred at anytime by either party without the prior written consent of the City's City Manager.
- 17. <u>Captions and Headings</u>: The section captions and headings are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 18. <u>Cooperation</u>: Each party agrees to cooperate with the other in executing any documents necessary to carry out the intent and purpose of this Agreement.

19. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement and understanding of the parties.

WITNESS the following signatures and seals:

ATTEST:	CITY OF ROANOKE, VIRGINIA
Mary F. Parker, City Clerk	ByIts
ATTEST:	ROANOKE CITY SCHOOL BOARD
(title)	(Title)
Approved as to Form:	Approved as to Execution:
Assistant City Attorney for City of Roanoke	Assistant City Attorney for City of Roanoke

25 lybor

#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to execute an agreement between the City of Roanoke School Board and the City of Roanoke, allowing the City to operate a fitness center at Lucy Addison Middle School for use by the general public, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, an agreement between the City of Roanoke School Board and the City of Roanoke, approved as to form by the City Attorney, allowing the City of Roanoke to operate a fitness center in specified areas at Lucy Addison Middle School for use by the general public, as more fully set forth in the City Manager's letter dated December 20, 2004, to this Council.

ATTEST:



## **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Donation of SOU 51836 Flatcar by Norfolk Southern Railway Company

The City of Roanoke presented a proposal to Norfolk Southern Railway Company (Norfolk Southern) to display a flatcar in a public area within the City and in conjunction with the proposal the City has requested that Norfolk Southern donate the former Southern Railway Company Car Number SOU 51836 Flatcar to the City.

Norfolk Southern has agreed to donate the Flatcar and has identified the terms and conditions of the donation. Specifically, the City will accept the Flatcar "As Is", without any warranty of any kind. Additionally, the City will agree to conduct a joint inspection of the Flatcar with Norfolk Southern prior to delivery. If the inspection discloses any defects inconsistent with the City's intended use of the Flatcar the City may elect to refuse the donation. Upon acceptance of the donation, the City will assume all risk associated with the use and display of the Flatcar and will maintain the Flatcar in good condition and in a manner suitable for public display.

#### Recommended Action:

Council to authorize the acceptance of the flatcar by authorizing the City Manager to execute the letter of agreement with Norfolk Southern Railway Company for the donation of SOU 51836 Flatcar.

Respectfully submitted,

Darlene L. Burcham

City Manager

#### DLB:ge

#### Attachment

c: Glenn A. Asher, Risk Management William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance Mary F. Parker, City Clerk

CM04-00201

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#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION accepting the donation to the City by Norfolk Southern Railway Company of a SOU 51836 Flatcar, expressing the City's appreciation for this donation and authorizing the execution of a Letter Agreement, dated November 29, 2004, evidencing the City's agreement to certain terms and conditions relating to the donation of the Flatcar.

WHEREAS, the City has proposed that a flatcar be made available for display in a public area of the City, and Norfolk Southern Railway Company has agreed to donate a former Southern Railway Company Car Number SOU 51836 ("Flatcar"), and the City wishes to accept the donation.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City Manager is authorized for and on behalf of the City to execute the Letter Agreement, dated November 29, 2004, accepting the donation of the SOU 51836 Flatcar by Norfolk Southern Railway Company, and agreeing to certain terms and conditions relating to the donation.
- 2. The Council hereby expresses its appreciation to Norfolk Southern Railway Company for its generous donation of the Flatcar to the City for display in various public areas of the City.
- 3. The Clerk is directed to forward a copy of this resolution to Katherine B. McQuade, Executive Vice President Planning & Chief Information Officer, at Norfolk Southern Corporation, 3 Commercial Place, Norfolk, Virginia 23510-2191.

ATTEST:



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: National Certification of E911 Center

#### Background:

The City of Roanoke has obtained national certification for all Public Safety activities (Fire/EMS, Police and Sheriff Department) with the exception of the E911 Center. Staff is currently applying to CALEA (Commission on Accreditation for Law Enforcement Agencies) for national certification for the E911 Center, and is seeking a \$3,500 grant to cover initial accreditation costs. Funding is available in the current budget for the matching funds of \$2,700. The annual re-certification cost of \$2700 would be paid from existing funds. National certification will insure that the 911 Center maintains current policies and procedures, and will contribute to the delivery of outstanding communication services to the citizens of Roanoke.

#### Recommended Action:

Adopt a resolution proclaiming support for the E911 Center to apply for a grant for national accreditation, and on-going financial support in the future to retain this certification.

Respectfully submitted,

Darlene L. Burcham City Manager

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c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jessie Hall, Director of Finance
George Snead, Assistant City Manager for Operations
Sherman Stovall, Director, Management and Budget
John Elie, Director of Technology
Ron Wade, E911 Center Superintendent

CM04-0202



#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION endorsing the participation by the City of Roanoke's E911 Center in a National Accreditation Program through the Commission on Accreditation for Law Enforcement Agencies.

WHEREAS, the City of Roanoke's police, fire and sheriff's departments currently maintain national accreditation certificates;

WHEREAS, as part of the continuing effort to improve public safety within the City of Roanoke, it is the desire of the administration to recommend that the E911 Center attempt to become certified and accredited by the Commission on Accreditation for Law Enforcement Agencies; and

WHEREAS, City Council acknowledges its support of the administration's efforts to have the E911 Center nationally accredited.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

- The Council acknowledges its support for the administrations efforts to have the City's
   E911 Center nationally accredited by the Commission on Accreditation for Law Enforcement
   Agencies.
- 2. The Council requests that the Mayor send a letter to the Commission on Accreditation for Law Enforcement Agencies memorializing the City of Roanoke's support to have its E911 Center nationally accredited.

3. The Mayor and/or the City Manager is hereby authorized to execute any necessary documents required by the Commission on Accreditation for Law Enforcement Agencies to further the accreditation process of the E911 Center after such documents are reviewed and approved as to form by the City Attorney.

ATTEST:



### **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Subject:Concurring Resolution Regarding Certain Water and Sewer Connection Policies Adopted by the Western Virginia Water Authority and Amendment to Chapter 35, <u>Water</u>, of the Code of the City of Roanoke (1979), as amended

Dear Mayor Harris and Members of City Council:

On July 1, 2004, the Western Virginia Water Authority (WVWA) assumed all water and sewer utility functions from the City of Roanoke. In connection with providing water and sewer functions for the residents of the City, the WVWA on November 18, 2004, adopted a mandatory water connection policy and a mandatory sewer connection policy. A copy of Resolution No. 25 from the WVWA is attached to this letter. In the attached resolution, the Board of Directors of the WVWA has requested that City Council and the Board of Supervisors of Roanoke County adopt a concurring resolution pursuant to Virginia Code Section 15.2-5137.

In connection with adopting a concurring resolution as set forth above, certain changes need to be made to Chapter 35, <u>Water</u>, Article I, <u>In General</u>, Code of the City of Roanoke (1979), as amended. Such changes will provide for a penalty for violations of the chapter, for authorization for the WVWA to enforce the provisions of the chapter to the extent permitted by law, and for mandatory water connections in accordance with the WVWA policy and rules and regulations.

The Honorable Mayor and Members of City Council December 20, 2004 Page 2

Roanoke County adopted a concurring resolution as requested by the WVWA on December 7, 2004. The City Attorney's Office has worked with counsel for the WVWA on the City Code revisions, as well as the concurring resolution, copies of which are attached to this letter.

#### **RECOMMENDATION**

City Council adopt a resolution concurring in the adoption by the WVWA of certain water and sewer connection policies, which the WVWA adopted on November 18, 2004, pursuant to Virginia Code Section 15.2-5137.

City Council adopt the attached ordinance amending and reordaining Chapter 35, Water, Article I, In General, Code of the City of Roanoke (1979), as amended, by adding sections 35.1-1 through 35.1-3 and provide that such amendments be in full force and effect on and after January 1, 2005.

Respectfully submitted.

Darlene L. Burcham City Manager

WMH/GET/Isc

Attachment

c: William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk
Samuel F. Vance, IV, Counsel for WVWA

CM04-0204



# RESOLUTION #25 (1164) OF THE WESTERN VIRGINIA WATER AUTHORITY

Approving a Mandatory Water Connection Policy and a Mandatory Sewer Connection Policy

WHEREAS, the Western Virginia Water Authority (the "Authority"), a public service authority formed and existing in accordance with the provisions of Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended, the Virginia Water and Waste Authorities Act §§ 15.2-5100-15.2-5158 (the "Act"); and

WHEREAS, there was presented to the Board of Directors of the Western Virginia Water Authority policies and procedures setting out the terms of the Authority's Mandatory Water Connection Policy and the Authority's Mandatory Sewer Connection Policy.

NOW THEREFORE, the Board of Directors of the Western Virginia Water Authority do hereby adopt the following policies:

#### Mandatory Water Connection Policy

Upon the acquisition or construction of any water system by the Authority, the owner, tenant, or occupant of each lot or parcel of land (i) which abuts a street or other public right of way which contains, or is adjacent to an easement containing a water main or a water system, and (ii) upon which a building has been constructed for residential, commercial or industrial use, shall connect the building with the water main, and shall cease to use any other source of water supply for domestic use. All such connections shall be made in accordance with rules and regulations adopted by the Authority, which may provide for a reasonable charge for making such a connection.

Notwithstanding the foregoing, those persons having a domestic supply or source of potable water shall not be required to discontinue the use of such water. However, persons not served by a water supply system, as defined in Virginia Code Section 15.2-2149, producing potable water meeting the standards established by the Virginia Department of Health may be required to pay a connection fee, an availability fee and an extension fee, and a monthly nonuser service charge, which charge shall not be more than that proportion of the minimum monthly user charge, imposed by the Authority, as debt service bears to the total operating and debt service costs, or any combination of such fees and charges.

#### Mandatory Sewer Connection Policy

Upon the acquisition or construction of any sewer system by the Authority, the owner, tenant, or occupant of each lot or parcel of land (i) which abuts a street or other public right of way which contains, or is adjacent to an easement containing a sanitary sewer which is a part of or which is or may be served by such sewer system, and (ii) upon which a building has been constructed for residential, commercial or industrial use, shall connect the building with the sanitary sewer, and shall cease to use any other method for the disposal of sewage, sewage waste or other polluting matter. All such connections shall be made in accordance with rules and regulations adopted by the Authority, which may provide for a reasonable charge for making such a connection.

Notwithstanding the foregoing, those persons having a private septic system or domestic sewage system meeting applicable standards established by the Virginia Department of Health shall not be required under this chapter to discontinue the use of such system. However, such persons may be required to pay a connection fee, an availability fee and an extension fee, and a monthly nonuser service charge, which charge shall not be more than that proportion of the minimum monthly user charge, imposed by the Authority, as debt service bears to the total operating and debt service costs, or any combination of such fees and charges.

The Board of Directors also recommends to the City Council of the City of Roanoke, and to the Board of Supervisors of Roanoke County that each of such governing bodies adopt a concurring resolution in the form presented to this meeting or such other form as shall be deemed appropriate by such governing bodies.

AND BE IT FURTHER RESOLVED, that the appropriate officers are hereby authorized and directed to execute, deliver and file all documents, certificates and instruments and to take all such further action as may be necessary or desirable in connection with and that are in conformity with the purposes and intent of this resolution.

This resolution shall take effect immediately.

Directors absent	_3
Votes Aye	4
Votes Nay	a

#### CERTIFICATION

The undersigned secretary of the Western Virginia Water Authority does hereby certify that the foregoing is a true, complete and correct Resolution adopted by a vote of a majority of the Directors of the Western Virginia Water Authority, present at a regular meeting of the Board of Directors of the Western Virginia Water Authority duly called and held Nevember 18, 2004, at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of this certification, Neumber 18 2004.

an Thurman, Secretary,

Western Virginia Water Authority

(SEAL)

92 T.

#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION concurring with the adoption by the Western Virginia Water Authority of certain water and sewer connection policies pursuant to Virginia Code §15.2-5137.

WHEREAS, on July 1, 2004, the Western Virginia Water Authority assumed all water and sewer utility functions from the City of Roanoke, Virginia;

WHEREAS, the Western Virginia Water Authority adopted on November 18, 2004, certain policies relating to mandatory water and sewer connections, pursuant to Virginia Code §15.2-5137; and

WHEREAS, the Western Virginia Water Authority has asked the City of Roanoke for a resolution pursuant to Virginia Code §15.2-5137(A) concurring in the water and sewer connection policies adopted by the Authority.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City hereby concurs with the mandatory water and sewer connection policies adopted by the Western Virginia Water Authority on November 18, 2004, pursuant to Virginia Code §15.2-5137.
- 2. The City Clerk is directed to forward a copy of this resolution to the appropriate officials of the Western Virginia Water Authority.

ATTEST.

92.T.

#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending and reordaining Chapter 35, Water, Article I, In General, of the Code of the City of Roanoke (1979), as amended, by adding Sections 35-1 through 35-3, as requested by the Western Virginia Water Authority (WVWA); providing for an effective date; and dispensing with the second reading by title of this ordinance.

WHERERAS, the WVWA has requested the City of Roanoke to add certain provisions to the City Code in order to enable the WVWA to be able to better carry out its function of providing water services to the residents of the City.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. Chapter 35, Water, Article I, In General, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

#### ARTICLE I. IN GENERAL

Sec. 35-1. Violations of chapter.

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a class 2 misdemeanor.

Sec. 35-2. Authorization for the Western Virginia Water Authority to enforce provisions of this chapter.

The Western Virginia Water Authority (WVWA) is hereby authorized, to the extent permitted by law, to enforce all applicable provisions of Chapter 35 of the Code of the City of Roanoke (1979), as amended, in order to carry out the WVWA purposes of providing water and water services to the residents of the city.

#### Sec. 35-3. Mandatory water connections.

The owner or person constructing a house or building on property abutting in any manner upon a street, alley, public right-of-way or public easement through which runs a public water main or water system, shall be required to connect such house or building with such water main in accordance with the provisions of this chapter and the rules and regulations of the WVWA. Any person who shall fail to make such connection, after sixty (60) days notice from the WVWA, shall be guilty of a violation of this section. If a public water main is not abutting such property, an off-site extension of the existing public water system shall be made in accordance with the provisions of this chapter and the rules and regulations of the WVWA.

\* \* \*

- 2. This ordinance shall be in full force and effect on and after January 1, 2005.
- 3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is dispensed with.

**ATTEST** 



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council

Subject: Rezoning of an Approximately 23 acre City-owned Parcel for Residential Development - Colonial Green Proposal

The City and Colonial Partners, LLC, (now Colonial Green, LC) the developer previously selected through a Request for Proposals for the development of the approximately 23 acre City-owned parcel located on Colonial Avenue, have completed the drafting of a rezoning petition and associated exhibits to request that the property be rezoned from its current RS-2, Single Family District classification to RPUD, Residential Planned Unit Development District. This rezoning would permit the physical development of the site in a manner consistent with the provisions of the City's Request for Proposals for the creation of a mixed density traditional neighborhood design and layout.

The RPUD, Residential Planned Unit Development District, provides for the review and approval of a development plan that indicates the location and extent of required infrastructure including streets, storm water systems, and open space. In addition, the development plan indicates the general placement, scale and density of proposed buildings on the site, and their relationships to public infrastructure and open space. In addition to the general requirements of the RPUD District, this petition includes a proffer conditioning the development of the site to a <u>Development Pattern Book</u> which provides for additional details of design, including specific site design requirements and building typologies and general architectural design guidelines.

#### **Recommended Action:**

Authorize by resolution the City Manager to file a petition to rezone the property located along Colonial Avenue S.W., and further identified as Official

Mayor Harris and Members of City Council December 20, 2004 Page 2

Tax Number 1570101, from RS-2, Single Family Residential District, to RPUD, Residential Planned Unit Development District, subject to certain conditions, as set forth in the attached petition.

Respectfully submitted,

Darlene L. Burcham

City Manager

#### DLB:rbt

c: William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk
Rolanda Russell, Assistant City Manager for Community Development
Brian Townsend, Director, Planning Building and Development

CM04-00190

#### **PETITION TO REZONE**

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

IN RE:

Rezoning of a tract of land lying at 3379 Colonial Avenue, SW, Tax Map No. 1570101, from RS-2, Residential Single Family, to RPUD,

Residential Planned Unit Development District.

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF ROANOKE:

The petitioner, the City of Roanoke, owns land in the City of Roanoke containing 23.742 acres, more or less, located 3379 Colonial Avenue, SW, Tax Map No. 1570101. Said tract is currently zoned, RS-2, Residential Single Family. A map of the property to be rezoned is attached as Exhibit One.

Pursuant to Section 36.1-690, Code of the City or Roanoke (1979), as amended, the Petitioner requests that the said property be rezoned form RS-2, Residential Single Family, to RPUD, Residential Planned Unit Development District, for the purpose of a mixed use community that incorporates residential single family, residential multifamily, retail, and live/work space along Colonial Avenue. The components of the development will include townhouse dwelling units, single family detached dwelling units, condominium or apartment dwelling units, live-work studio dwelling units, commercial space, and required public infrastructure and open space. The proposed development plan is shown in the attached Exhibit Two.

The Petitioner believes the rezoning of the said tract of land will further the intent and purposes of the City's Zoning Ordinance and its comprehensive plan, in that it will implement a traditional neighborhood design development consisting of a mixture of residential uses and supporting non-residential uses. The planned development effectively utilizes the 23 acre site by combining single family and multifamily dwellings, along with neighborhood services in a compatible layout.

The Petitioner hereby proffers and agrees that if the said tract is rezoned as requested, that the rezoning will be subject to, and that the Petitioner will abide by, the following condition:

That the development of the RPUD District will be governed by the Development Pattern Book, Colonial Green, dated November 1, 2004.

Attached as Exhibit Three is the names, addresses and tax map numbers of the owner or owners of all lots immediately adjacent to and immediately across the street from the property to be rezoned.

WHEREFORE, the Petitioner requests that the above described tract be rezoned as requested in accordance with the provisions of the Zoning Ordinance of the City of Roanoke.

Re	espectfully submitted this	day of December, 2004
	Respectfully	submitted,
	Ву:	
	Darlene L. Burcham, City Manag	jer

City of Roanoke 215 Church Avenue, SW Room 364 Roanoke, VA 24011 (540) 853-2333

#### **EXHIBIT 3**

City of Roanoke

1570132	City of Roanoke			
P O Box 12385- Tax Dept. Roanoke, VA 24025	Tax ID No.	Property Owner Name/Address	Location	
Roanoke, VA 24025   P. W. and India Moore   3517 Robyn Road, SW   Roanoke, VA 24015   Same	1570132	CHS, Inc.	3369 Colonial Avenue, SW	
1570126		P O Box 12385- Tax Dept.		
3517 Robyn Road, SW Roanoke, VA 24015				
Roanoke, VA 24015   James and Carolyn Duncan 3508 Robyn Road, SW Roanoke, VA 24015	1570126	P. W. and India Moore	Same	
1570117		3517 Robyn Road, SW		
3508 Robyn Road, SW Roanoke, VA 24015		Roanoke, VA 24015		
Roanoke, VA 24015   Walter S. Frazier 3719 Strother Road, SW Roanoke, VA 24015   Same   Sam	1570117	James and Carolyn Duncan	Same	
Walter S. Frazier 3719 Strother Road, SW Roanoke, VA 24015		3508 Robyn Road, SW		
3719 Strother Road, SW Roanoke, VA 24015				
Roanoke, VA 24015   John and Etta Lane 2725 Creston Avenue, SW Roanoke, VA 24015	1650924	Walter S. Frazier	Same	
John and Etta Lane   2725 Creston Avenue, SW   Roanoke, VA 24015		3719 Strother Road, SW		
2725 Creston Avenue, SW Roanoke, VA 24015  1570113  Trustees Southwest Congregation of Jehovah's Witnesses 1315 Hamilton Terrace, SE Roanoke, VA 24014  1570115  Berlin & Grace Flora 3349 Colonial Avenue, SW Roanoke, VA 24015  1570118  James and Yvonne Metz, Trustees 5844 Lakemont Drive Roanoke, VA 24018  1570103  Gregory and Vicky Roseberry 3502 Robyn Road, SW Roanoke, VA 24015  1570112  Verity Jane Callender 2750 Creston Avenue, SW Roanoke, VA 24015  1570133  Western Virginia Water Authority 2012 Jefferson Street, SE Roanoke, VA 24014  County of Roanoke  077.11-01-55  Occidental Development LTD Attn. Donald J. Williams 7901 Crawfordsville Road Indianapolis, IN 46224 And		Roanoke, VA 24015		
Roanoke, VA 24015  1570113  Trustees Southwest Congregation of Jehovah's Witnesses 1315 Hamilton Terrace, SE Roanoke, VA 24014  1570115  Berlin & Grace Flora 3349 Colonial Avenue, SW Roanoke, VA 24015  1570118  James and Yvonne Metz, Trustees 5844 Lakemont Drive Roanoke, VA 24018  1570103  Gregory and Vicky Roseberry 3502 Robyn Road, SW Roanoke, VA 24015  1570112  Verity Jane Callender 2750 Creston Avenue, SW Roanoke, VA 24015  1570133  Western Virginia Water Authority 2012 Jefferson Street, SE Roanoke, VA 24014  County of Roanoke  077.11-01-55  Occidental Development LTD Attn. Donald J. Williams 7901 Crawfordsville Road Indianapolis, IN 46224 And	1651204	John and Etta Lane	Same	
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County of Roanoke  077.11-01-55		2012 Jefferson Street, SE	·	
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And		7901 Crawfordsville Road		
And		Indianapolis, IN 46224		
		1		
3406 Sunchase Court		3406 Sunchase Court		
Roanoke, VA 24018		Roanoke, VA 24018		

077.11-01-57	William and Kathleen Ball 7715 Fort Mason Drive Roanoke, VA 24018	3390 Colonial Avenue
077.11-01-51	Signature Properties, LLC P O Box 20961 Roanoke, VA 24018	3350 Woodland Drive
077.11-01-52	Nancy K. Carson 3358 Woodland Drive Roanoke, VA 24015	Same
077.11-01-54	Ethel J. Virgili 3380 Woodland Drive, SW Roanoke, VA 24015	Same
077.11-01-53	Robert B. Pandlis 3368 Woodland Drive, SW Roanoke, VA 24015	Same
077.11-01-50	Mark and Rena Graham 3346 Woodland Drive, SW Roanoke, VA 24015	Same
077.10-01-10	Joyce Dunn 3016 Timberlane Avenue Roanoke, VA 24018	Same
077.10-01-12	Stephen and Wendy Warren 3022 Timberlane Avenue, SW Roanoke, VA 24018	Same
077.10-01-13	John and Susan Mini 3026 Sedgefield Road Roanoke, VA 24015	Same
077.10-01-14	Philip and Judy Miron 3030 Sedgefield Road Roanoke, VA 24015	Same
077.10-01.15	Mark Taylor c/o Brenda Wilson Taylor 3038 Sedgefield Road Roanoke, VA 24018	Same
077.10-01.16	Tina M. Flippin c/o Tina Weiner 3044 Sedgefield Road Roanoke, VA 24015	Same
077.10-01-17	Bobby and Susan Dobyns 3060 Sedgefield Road Roanoke, VA 24015	Same
077.10-01-18	Cherlyn Sandra Lefler McCoy c/o Louis Garger & Thomas Garger 6618 Sugar Ridge Drive Roanoke, VA 24018	3068 Sedgefield Road



#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the filing of a petition to rezone property which is owned by the City of Roanoke and which is designated as Official Tax No. 1570101, subject to certain proffers.

WHEREAS, the City of Roanoke owns certain property designated as Official Tax No. 1570101;

WHEREAS, such property is currently zoned RS-2, Single Family Residential District; and

WHEREAS, it is the desire of City Council to consider the rezoning of such property from RS-2, Single Family Residential District, to RPUD, Residential Planned Unit Development District, subject to a proffered condition, which will permit the physical development of the site in a manner consistent with the provisions of the City's Request for Proposals for the creation of a mixed density traditional neighborhood design and layout.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. That public necessity, convenience, general welfare and good zoning practice require the filing of a petition to rezone the subject property from RS-2, Single Family Residential District, to RPUD, Residential Planned Unit Development District, subject to a proffered condition, in order to ensure the use of housing clusters to promote neighborhood revitalization and to provide a sustainable range of housing choices that encourages social

and economic diversity throughout the City on vacant or underutilized land.

2. That the City Manager is authorized to file a petition, similar in form and content to the petition attached to the letter dated December 20, 2004, to this Council, approved as to form by the City Attorney, to rezone the subject property from RS-2, Single Family Residential District, to RPUD, Residential Planned Unit Development District, subject to proffered conditions.

ATTEST:

City School Board P.O. Box 13145, Roanoke, Virginia 24031 • 540-853-2381 • Fax: 540-853-2951

December 20, 2004

The Honorable C. Nelson Harris, Mayor and Members of Roanoke City Council Roanoke, VA 24011

Dear Members of Council:

As the result of official School Board action at its meeting on December 14, the Board respectfully requests City Council to appropriate \$494,136.00 for the 2004-05 Flow Through program to provide aid for the education and guidance of handicapped students. This continuing program will be one hundred percent reimbursed by federal funds.

Thank you for your approval of this request.

Sincerely,

re

Mrs. Kathy G. Stockburger cc:

> Mrs. Doris N. Ennis Mr. Richard L. Kelley

Mr. Kenneth F. Mundy

Mrs. Darlene Burcham

Mr. William M. Hackworth

Mr. Jesse A. Hall

Mr. Paul Workman (with accounting details)



JESSE A. HALL
Director of Finance
email: jesse\_hall@ci.roanoke.va.us

December 20, 2004

## CITY OF ROANOKE DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461 P.O. Box 1220 Roanoke, Virginia 24006-1220 Telephone: (540) 853-2821 Fax: (540) 853-6142

ANN H. SHAWVER

Deputy Director

email: ann\_shawver@ci.roanoke.va.us

The Honorable C. Nelson Harris, Mayor
The Honorable Beverly T. Fitzpatrick, Jr., Vice-Mayor
The Honorable M. Rupert Cutler, Council Member
The Honorable Alfred T. Dowe, Jr., Council Member
The Honorable Sherman P. Lea, Council Member
The Honorable Brenda L. McDaniel, Council Member
The Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

As the result of official School Board action at its meeting on December 14, the Board respectfully requests City Council to appropriate \$494,136 for the 2004-05 Flow Through program to provide aid for the education and guidance of handicapped students. This continuing program will be one hundred percent reimbursed by federal funds.

We recommend that you concur with this report of the School Board and adopt the attached budget ordinance to appropriate funding as outlined above.

Sincerely,

Jesse A. Hall Director of Finance

Jene A. Hall

Attachment

JAH/cta

c: Darlene L. Burcham, City Manager
William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Doris N. Ennis, Acting Superintendent of City Schools
Sherman M. Stovall, Director of Management and Budget



#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for Flow Through Grant for handicapped students, amending and reordaining certain sections of the 2004-2005 School Fund Appropriations and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 School Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Revenue		
Federal Grant Receipts	030-062-6597-1102	\$ 494,136
Appropriations		
Compensation of Teachers	030-062-6597-6453-0121	263,282
Compensation of Supervisors	030-062-6597-6453-0124	23,218
Compensation of Psychologists	030-062-6597-6453-0132	4,578
Compensation of Teachers Aides	030-062-6597-6453-0141	16,862
Retirement-HIC VRS	030-062-6597-6453-0200	10,382
Social Security	030-062-6597-6453-0201	14,277
Retirement-VRS	030-062-6597-6453-0202	17,639
Health Insurance	030-062-6597-6453-0204	6,149
Compensation of Bus Aides	030-062-6597-6553-0142	22,226
Social Security	030-062-6597-6553-0201	1,700
Health Insurance	030-062-6597-6553-0204	7,248
Alternative Fringes	030-062-6597-6553-0214	780
Professional Health Services	030-062-6597-6553-0311	105,795

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

Gloria P. Manns Alvin L. Nash Courtney A. Penn David B. Trinkle, M.D.
Doris N. Ennis, Acting Superintendent
Cindy H. Lee, Clerk of the Board

-Roanoke-

City School Board P.O. Box 13145, Roanoke, Virginia 24031 • 540-853-2381 • Fax: 540-853-2951

December 20, 2004

The Honorable C. Nelson Harris, Mayor And Members of Roanoke City Council Roanoke, VA 24011

Dear Members of Council:

As the result of official School Board action at its December 14 meeting, the Board respectfully requests City Council to approve a State Literary Fund loan application in the amount of \$3.85 million for improvements to Westside Elementary School. The School Board originally approved a \$3.1 million Literary Fund loan on November 11, 2003 and will withdraw the \$3.1 million loan application. The loan application includes a resolution for architectural supervision. The debt service on the loan will increase the Board's debt service expenditure by \$308,000 commencing in FY2006-07, but no debt service liability is incurred until funds are drawn against the loan account.

In accordance with our discussion with City Council in the Spring of 2004, the School Board will adjust its future debt service to ensure it does not exceed the City's debt ceiling limit.

The Board appreciates the approval of this request.

Sincerely,

Cindy H. Lee, Clerk

re

Enc.

cc: Mrs. Kathy G. Stockburger

Mrs. Doris N. Ennis Mr. Richard L. Kelley Mr. Kenneth F. Mundy Mrs. Darlene Burcham Mr. William M. Hackworth

Mr. Jesse A. Hall

NΤο			
No.			

#### APPLICATION FOR LOAN FROM THE LITERARY FUND OF VIRGINIA

Name of School Westside Elementary Sch	001 Name of County-City	Roanoke
TO THE STATE BOARD OF EDUCATION,		•
Richmond, Virginia:		
Gentlemen:		
The School Board for the XXXXXX-City of Roan	oke	hereby makes application for a
loan of \$from the (making permanent improvement to) a school building loan.	e Literary Fund of Virginia for the pur	pose of erecting, enlarging, or altering
(making permanent improvement to) a school building lo (Describe briefly)	ocated at 1441 Westside Blvd Roanoke, VA 24017	., N. W. as follows
1. The said building, addition, or permanent improvem	ent described above, to be of(Type o	Brick of construction, brick, frame, etc.)
will be used as a Elementary (Elem., H. S., Comb. Elem. & H.S.)	ouilding, and is estimated to cost \$_\$3.	85 million
2. The total estimated value of the existing school plant improvement thereto, \$8,271,746.00		•
3. There is at present a loan from the Literary rung on th	is Westside (Building or school plant)	in the amount
of\$		
4. The total amount of the loan will not exceed the cost of account of which such loan is made.	f the building, addition, or permanent is	mprovement thereto, and site, on
5. The site on which this building, addition, or permanen 14.2 acres are well suited and useable recreational purposes.	t improvement, will be located contains le, or can be easily improved and made	
	Cal	. al Duilding Déguiroments have base
6. The plans and specifications for the building or improver or will be approved by the division superintendent of sch		

begun. It is understood that the State Board of Education reserves the right to withhold any part or all of the amount of this loan, if the

plans and specifications approved by the Superintendent of Public Instruction are not followed.

7. The proposed building, addition, or permanent improvement, is desirable because: (Explain briefly) Addition of ten classrooms; replacement of exterior windows, HVAC units, classroom
lighting, and exterior doors; and upgrade fire alarm, intercom, and phone systems.  8. The present total indebtedness of the County-City for school buildings is \$63,842,174.00 of which
_\$5,488,000.00_is owed to the Literary Fund.
9. This County-City has not defaulted or failed to meet its debt service obligations as and when due for the five years except, as follows: None
10. Adequate and satisfactory supervision of construction will be provided by the school board in accordance with the provisions of "Minimum Requirements and Standards for School Buildings," Regulations State Board of Education.
11. The building or improvement for which this application for a loan is made is part of a long-range planning program in accordance with the provisions of "Minimum Requirements and Standards for School Buildings," Regulations State Board of Education, and is recommended in the study or survey made by (give title and date)
Five-Year Capital Improvement Fund, FY2004-08
12. This loan is to be made for 20 years, and is to be paid in 20 annual installments, with interest at the rate $5_{1020}$
of3 per centurn per annum, payable annually.
13. The Board of Supervisors for the County, or the Council for the City, has by resolution (page 3 of this application agreed to provide for the repayment of this loan.
14. The School Board is not in default in the payment of any part of the principal of any previous loan from the Literary Fund and, for at least two years immediately before this loan, has not been more than six months in default in the payment of interest due on any loan from the Literary Fund.
Given under my hand this the day of,XX _2004
THE SCHOOL BOARD OFCounty-City
THE SCHOOL BOARD OFCounty-City
By, Chairman
ATTEST:, Clerk

SEAL



City School Board P.O. Box 13145, Roanoke, Virginia 24031 • 540-853-2381 • Fax: 540-853-2951

December 14, 2004

#### RESOLUTION

WHEREAS, the Roanoke City School Board is in the process of developing and approving the design plans for Westside Elementary School and actual construction is scheduled to proceed in the 2004-06 Biennium; and

WHEREAS, State Literary Fund Loan regulations require that professional supervision be provided by the School Board for all projects funded by Literary Fund loans.

THEREFORE, BE IT RESOLVED that the Roanoke City School Board agrees to retain professional services (the architectural firm of MarshWitt) to supervise the improvements for Westside Elementary School.

Doris N. Ennis Kathy G. Stockburger
Acting Superintendent Chair



# JESSE A. HALL Director of Finance email: jesse\_hall@ci.roanoke.va.us December 20, 2004

## CITY OF ROANOKE DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461 P.O. Box 1220 Roanoke, Virginia 24006-1220 Telephone: (540) 853-2821 Fax: (540) 853-6142

ANN H. SHAWVER

Deputy Director email: ann\_shawver@ci.roanoke.va.us

The Honorable C. Nelson Harris, Mayor
The Honorable Beverly T. Fitzpatrick, Jr., Vice-Mayor
The Honorable M. Rupert Cutler, Council Member
The Honorable Alfred T. Dowe, Jr., Council Member
The Honorable Sherman P. Lea, Council Member
The Honorable Brenda L. McDaniel, Council Member
The Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

As the result of official School Board action at its December 14 meeting the Board respectfully requests City Council to approve a State Literary Fund loan application in the amount of \$3.85 million for improvements to Westside Elementary School. The School Board originally approved a \$3.1 million Literary Fund loan on November 11, 2003 and will withdraw the \$3.1 million dollar loan application so that the new application may be substituted. The revised \$3.85 million loan application includes a resolution for architectural supervision. The debt service on the loan will increase the Board's debt service expenditure by \$308,000 commencing in FY2006-07, as no debt service is required until funds are drawn against the loan account.

The funding requested for Westside Elementary is included within the City's adopted Capital Improvement Program. While the level of debt funding for the Westside Elementary School project will increase by \$750,000, the amount of debt funding for the William Fleming High School Project will be reduced by the same amount to stay within the authorized debt levels.

We recommend that you concur with this request of the School Board and adopt the accompanying resolution approving the State Literary Fund loan application.

Sincerely,

Jesse A. Hall Director of Finance

Attachment

JAH/ctg

Darlene L. Burcham, City Manager
 William M. Hackworth, City Attorney
 Mary F. Parker, City Clerk
 Doris N. Ennis, Acting Superintendent of City Schools

Doris N. Ennis, Acting Superintendent of City Schools Sherman M. Stovall, Director of Management and Budget

MMM

#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the School Board for the City of Roanoke to make application for a loan from the State Literary Fund for adding to and modernizing Westside Elementary School.

WHEREAS, the School Board for the City of Roanoke, on the 20th day of December, 2004, presented to this Council an application addressed to the State Board of Education of Virginia for the purpose of borrowing from the Literary Fund \$3.85 million, for improving the present school building at the Westside Elementary School, to be paid in twenty (20) annual installments, and the interest thereon at three percent (3%) paid annually.

BE IT RESOLVED that the application of the City School Board to the State Board of Education of Virginia for a loan of \$3.85 million from the Literary Fund is hereby APPROVED, and authority is hereby granted the said City School Board to borrow the said amount for the purpose set out in said application.

The Council of the City of Roanoke will each year during the life of this loan, at the time it fixes the regular levies, fix a rate of levy for schools or make a cash appropriation sufficient for appropriation expenses and to pay this loan in annual installments and the interest thereon, as required by law regulating loans from the Literary Fund.

#### ATTEST:

7.b.

KINU

#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the School Board for the City of Roanoke to expend funds for improving the present school building at Westside Elementary School and declaring the City's intent to borrow to fund or reimburse such expenditures.

BE IT RESOLVED by the Council of the City of Roanoke that:

- 1. The School Board of the City of Roanoke is authorized to expend out of the City's capital improvement fund up to \$3.85 million for the cost of improving the present school building at Westside Elementary School ("the Project").
- 2. In accordance with U. S. Treasury Regulations §1.150-2, it is hereby declared that the City reasonably expects to reimburse capital expenditures and bond issuance costs for the Project with proceeds of an obligation or obligations to be incurred by the School Board and/or the City. The maximum principal amount of debt expected to be issued for the Project is \$3.85 million.
  - 3. This is a declaration of official intent under Treasury Regulation §1.150-2.

ATTEST:

City Clerk.



#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

# RESOLUTION AUTHORIZING THE ISSUANCE OF A \$439,100 GENERAL OBLIGATION QUALIFIED ZONE ACADEMY BOND (FALLON PARK ELEMENTARY SCHOOL), SERIES 2004, OF THE CITY OF ROANOKE, VIRGINIA, TO BE SOLD TO BANK OF AMERICA, N.A. AND PROVIDING FOR THE FORM AND DETAILS THEREOF

WHEREAS, the City Council (the "Council") of the City of Roanoke, Virginia (the "City"), has determined that it is necessary and expedient to borrow an amount equal to \$439,100 and to issue its general obligation "qualified zone academy bond," within the meaning of Section 1397E of the Internal Revenue Code of 1986, as amended (the "Code"), for the purpose of financing certain rehabilitations, repairs and/or or equipment for the Fallon Park Elementary School ("FPES"); and

WHEREAS, the City held a public hearing, duly noticed, on December 6, 2004, on the issuance of the Bond (as defined below) in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (the "Virginia Code"); and

WHEREAS, the School Board of the City has by resolution approved, and has requested the Council to authorize, the issuance of the Bond; and

WHEREAS, pursuant to a commitment letter dated December 9, 2004 (the "Commitment Letter"), Bank of America, N.A. (the "Bank") has offered to purchase the Bond on the terms and conditions provided therein; and

WHEREAS, there have been presented to the Council the form of the Commitment Letter and the forms of the following instruments:

- (a) Funding Agreement, (the "Funding Agreement"), between the City and Bank of America, N.A. (the "Bank") providing for the sale of the Bond to the Bank; and
- (b) Time Deposit Agreement (the "Time Deposit Agreement"), between the City and the Bank, providing for the investment of certain sinking fund payments to be made in connection with the Bond.
  - (c) The Bond.

## NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

- 1. <u>Authorization of Bond and Use of Proceeds</u>. The Council hereby determines that it is advisable to contract a debt and issue and sell its general obligation qualified zone academy bond in an aggregate principal amount of \$439,100 (the "Bond") for the purpose of financing certain rehabilitations, repairs and/or capital equipment for FPES. The Council hereby authorizes the issuance and sale of the Bond in the form and upon the terms established pursuant to this Resolution.
- 2. <u>Sale of the Bond</u>. It is determined to be in the best interest of the City to accept, and the City hereby accepts, the offer of the Bank to purchase from the City, and to sell to the Bank, the Bond at a price of par upon the terms established pursuant to this Resolution, the Funding Agreement and the Commitment Letter. The Mayor, the City Manager, and such officer or officers of the City as either may designate are hereby authorized and directed to execute and deliver to the Bank the Commitment Letter, the Funding Agreement and the Time Deposit Agreement, each in substantially the form submitted to the Council at this meeting, which form is hereby approved.
- 3. <u>Details of the Bond</u>. The Bond shall be issued in fully registered form; shall be dated the date of issuance and delivery of the Bond (the "Closing Date"); shall be designated "General Obligation Qualified Zone Academy Bond (Fallon Park Elementary School), Series 2004; shall mature on the sixteenth anniversary of the Closing Date, subject to the provision of Section 4 of this Resolution, and shall have such other terms and conditions as contained in the form of the Bond attached as Exhibit A to the Funding Agreement. The Director of Finance of the City is hereby appointed as the Bond Registrar and Paying Agent for the Bond.
- 4. Maturity Date; Other Provisions. The City Manager is hereby authorized and directed (a) to extend the final maturity date of the Bond, at the request of the Bank, to reflect the longest maturity permitted under applicable law on the Closing Date for "qualified zone academy bonds" within the meaning of Section 1397E of the Code, and (b) to approve changes to the provisions of the Funding Agreement and the Time Deposit Agreement regarding the amount and timing of the Qualified Annual Deposits into the Sinking Fund pursuant to the Funding Agreement and the investment of such Qualified Annual Deposits pursuant to the Time Deposit Agreement. In such event, the execution and delivery of the Bond as described in Section 8 hereof and of the Funding Agreement and the Time Deposit Agreement as described in Section 2 hereof shall conclusively evidence such maturity date as having been so extended, and such changes to the Funding Agreement and Time Deposit Agreement as having been approved, all as authorized by this Resolution.
- 5. **Designation as Qualified Zone Academy Bond**. On behalf of the City, the Council hereby designates the Bond as a "qualified zone academy bond" for the purposes of Section 1397E of the Code.
- 6. **Form of the Bond**. The Bond shall be initially in the form of a single typewritten bond substantially in the form attached as Exhibit A to the Funding Agreement.

- 7. **Prepayment**. The Bond is not subject to prepayment at the option of the City.
- 8. **Execution and Delivery of the Bond**. The Mayor or Vice Mayor and the Clerk or any Deputy Clerk of the Council are authorized and directed to execute and deliver the Bond and to affix the seal of the City thereto.
- 9. Pledge of Full Faith and Credit. For the prompt payment of the principal of the Bond and all payments under the Funding Agreement as the same shall become due, the full faith and credit of the City are hereby irrevocably pledged, and in each year while the Bond shall be outstanding there shall be levied and collected annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City subject to local taxation over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of, premium, if any, and interest, if any, on the Bond and all other payments due under the Funding Agreement (including each Qualified Annual Deposit) to the extent other funds of the City are not lawfully available and appropriated for such purpose.
- 10. <u>Tax Compliance Certificate</u>. The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute a Tax Compliance Agreement setting forth the expected use and investment of the proceeds of the Bond and containing such covenants as may be necessary in order to show compliance with the provisions of the Code and applicable regulations relating to the status of the Bond as a "qualified zone academy bond" within the meaning of Section 1397E of the Code (a "QZAB"). The Council covenants on behalf of the City that (a) the proceeds from the issuance and sale of the Bond, including any investment earnings thereon, will be invested and expended as set forth in such Tax Compliance Certificate and that the City shall comply with the other covenants and representations contained therein, and (b) the City will comply with the provisions of the Code to the extent necessary to ensure that the Bond continues to qualify as a QZAB.
- 11. <u>Filing of Resolution</u>. The appropriate officers or agents of the City are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the City.
- 12. **Further Actions**. The members of the Council and all officers, employees and agents of the City are hereby authorized to take such action as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Bond and any such action previously taken is hereby ratified and confirmed.
- 13. <u>Election Under Public Finance Act</u>. The Council hereby elects pursuant to Section 15.2-2601 of the Virginia Code to issue the Bond under the Public Finance Act of 1991, as amended, without regard to the requirements, restrictions or other provisions contained in the Charter of the City or local or special act applicable to the City.

## 13. <u>Effective Date</u>. This Resolution shall take effect immediately.

\* \* \*

The undersigned Clerk of the City of Roanoke, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on December 20, 2004, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify (a) that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present, and (b) that the attendance of the members and voting on the foregoing resolution was as follows:

	Present	Absent	Aye	Nay	Abstain
C. Nelson Harris, Mayor					
Beverly T. Fitzpatrick, Vice Mayor					
M. Rupert Cutler					
Alfred T. Dowe, Jr.					
Sherman P. Lea					
Brenda L. McDaniel					
Brian J. Wishneff					<del></del>
WITNESS MY HAND and December, 2004.	the seal of th	ne City of Roar	oke, Virg	inia, thi	s day of
	, all	1 C' CD	1 77'	• •	
	Clei	k. City of Roa	noke. Virg	inia	





December 9, 2004

Bank of America Middle Market Banking VA8-840-02-02 PO Box 14111 302 S. Jefferson Street (24011-2010 Roanoke, VA 24038-4111

City of Roanoke Roanoke, Virginia

Re: City of Roanoke, Virginia General Obligation Qualified Zone Academy Bond (Fallon Park Elementary School), Series 2004

#### Ladies and Gentlemen:

This letter will evidence the commitment of Bank of America, N.A. (the "Bank") to purchase the City of Roanoke, Virginia General Obligation Qualified Zone Academy Bond (Fallon Park Elementary School), Series 2004 (the "Bond") for \$439,100. This commitment is subject to the City of Roanoke, Virginia (the "City") maintaining a financial condition satisfactory to the Bank in all respects prior to the purchase of the Bond.

This commitment will become effective upon your acceptance of this commitment letter, your return of the executed copy of same to the Bank, and, subject to the conditions set forth herein, a closing of the transaction in a manner satisfactory to the Bank. "Closing", "close", or "closed", as used herein, shall mean the execution and delivery to the Bank of all documentation required by this commitment letter.

This commitment is subject to the following terms and conditions:

Issuer:

The City of Roanoke, Virginia

Facility:

City of Roanoke, Virginia General Obligation Qualified Zone Academy

Bond (Fallon Park Elementary School), Series 2004

Purpose:

To provide funding for primary and secondary education improvements through a Qualified Zone Academy Bond authorized by Section 1397E of

the Internal Revenue Code of 1986, as amended.

**Bond Amount:** 

\$439,100

**Purchase Price:** 

\$439,100, representing 100% of par.

Coupon:

0%

Funding:

The proceeds of the Bond will be fully funded at closing.

Issue Date:

On or before December 31, 2004



Debt Service Fund: The City will be required to establish a Sinking Fund which will be held at the Bank into which will be deposited on each Anniversary Date to and including Maturity an Annual Deposit in an amount to be determined at closing representing the annual sinking fund principal installment due on the Bond under the Deposit Agreement. The Bank as Owner will not require collateral under the Deposit Agreement as long as the Bank is Owner of the Bond.

> The Deposit Agreement for the Sinking Fund will represent 16 equal payments into a Bank of America, N.A. time deposit. Bank of America is a bank within the Commonwealth and is an approved institution for the deposit of funds of the Commonwealth or other political subdivisions of the Commonwealth. At maturity, the amounts in the Sinking Fund (including investment earnings thereon) will equal the stated Redemption Price of the Bond.

**Maturity:** 

16 years from closing, but in no event longer than the maximum term allowed by QZAB regulations.

**Tax Credit Rate:** 

The tax credit rate received by the Bank during the term of the Bond shall be the Qualified Zone Academy Bond tax credit rate published by the U. S. Treasury Department as of the date of acceptance of the commitment letter.

Repayment Schedule:

A principal payment of \$439,100 will be due and payable at Maturity of the Bond. This payment will be funded solely by amounts on deposit in the Sinking Fund.

Optional Redemption:

The Bond shall not be subject to optional redemption prior to Maturity.

Security:

The Bond and the City's obligation to make annual Sinking Fund deposits under the Deposit Agreement shall constitute a general obligation of the City to which its full faith and credit shall be irrevocably pledged.

Rating:

The Bond shall not be rated.

**Credit Ratings:** 

If the outstanding General Obligation credit rating of the City of Roanoke is reduced below "A-" or its equivalent by any of the nationally recognized rating agencies, then, upon the demand of the Bank, the Annual Deposit amount to the Debt Service Fund will increase based on a new imputed investment rate of return equal to the original imputed investment rate of return of % minus 0.50%, for as long as the rating continues below such level.

Other:

Bond Counsel that is acceptable to the Bank will prepare and/or provide the following documentation at the expense of the City:

- All ordinances and/or resolutions of the City and the City of Roanoke School Board (the "School Board") necessary to authorize the issuance and sale of the Bond.
- All documentation, including a Funding Agreement and Tax Compliance Agreement together with all other documents, legal opinions and resolutions executed and delivered in connection with the issuance of the Bond and required by the Bank and its counsel.
- Evidence that the School Board has received written commitments from private entities sufficient to satisfy the 10 percent private business contribution requirement.
- Written certifications that the City and the School Board have satisfied all of the other conditions required under federal and state law for the valid issuance of the Bond and the execution and delivery of the Funding Agreement and Deposit Agreement.
- An opinion of Bond Counsel in customary form and substance providing among other things that (a) the Bond is validly authorized and issued; (b) the Funding Agreement and Deposit Agreement have been validly executed and delivered; (c) the Bond and the Payment obligations under the Deposit Agreement constitute general obligations of the City to which its full faith and credit are irrevocably pledged; and (d) the Bond is a Qualified Zone Academy Bond within the meaning of Section 1397E of the Internal Revenue Code of 1986, as amended.

The Bank reserves the right to require additional due diligence documentation.

Costs:

The Bank is not charging a fee with respect to this commitment.

Upon acceptance of this commitment, the City agrees to pay all fees and expenses, including but not limited to the fees of the Bank's Counsel to be capped at \$2,500, in connection with the issuance of this commitment and the Bond whether or not such bonds are issued and sold to the Bank.

Failure To Pay:

Upon the failure to pay the Bond when due other than due to a shortfall in the earnings (including any loss of invested principal) on the investment amount in the Sinking Fund made by the City with the Bank, the Bank shall have all remedies provided by Virginia law.

Non-Assignability:

This commitment is not assignable and no party other than the City is entitled to rely on this commitment.

Consequential Damages:

In no event shall any party hereto be liable to any other party hereto for indirect, special, or consequential damages, which may arise out of or are in any way connected with the issuance of this commitment.

**Modifications:** 

No condition or other term of this commitment may be waived or modified except by a writing signed by the City and the Bank. This requirement of a writing to waive or modify provisions of this commitment cannot itself be waived or otherwise negated by any agreement or other conduct of the parties, expressed or implied, other than by a writing to that effect signed by both parties.

**Applicable Law:** 

This commitment shall be interpreted, construed, enforced, and governed

by the laws of the Commonwealth of Virginia.

Funding Agreement:

The Bank understands that the sale of the Bond is contingent upon

compliance with the conditions of the Funding Agreement.

Upon return by the City to the Bank of a fully-executed copy of this commitment by December 21, 2004, this commitment will be considered accepted and will cor stitute an agreement obligating the Bank to purchase and the City to sell the bonds described herein in accordance with the terms and conditions set forth above. If the Bank does not receive the executed copy by the date noted above, this letter shall terminate and be null and void.

Sincerely,

Mark D. Tanis

Mark D. Tanis

Vice President

Accepted this \_\_\_\_ day of December, 2004

City of Roanoke, Virginia

By:\_\_\_\_\_\_

## FUNDING AGREEMENT

Between

CITY OF ROANOKE, VIRGINIA

And

BANK OF AMERICA, N.A.

December 30, 2004

#### **FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made this 30th day of December 2004 (this "Agreement"), between the CITY OF ROANOKE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "City"), and BANK OF AMERICA, N.A., a national banking association organized under the laws of the United States, and its successors and assigns (the "Bank").

#### RECITALS

- A. On the date hereof (the "Closing Date"), the City will issue its General Obligation Qualified Zone Academy Bond (Fallon Park Elementary School), Series 2004, in the principal amount of \$439,100 (the "QZAB").
- B. Also on the Closing Date, the City will sell, and the Bank will purchase, the QZAB pursuant to the terms and conditions of a Commitment Letter from the Bank, dated December 9, 2004, and accepted by the City on December 21, 2004 (the "Commitment Letter"), and this Agreement.
- C. The City and the Bank have also determined to provide in this Agreement for, among other things, certain payments to be made into a Sinking Fund for the QZAB and for the redemption of the QZAB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the City and the Bank covenant and agree as follows:

## ARTICLE I DEFINITIONS

Section 1.1 <u>Definitions</u>. The capitalized terms contained in this Agreement shall have the meanings set forth below unless they are otherwise defined herein or the context otherwise requires:

"Agreement" means this Funding Agreement, together with any amendments or supplements made to it in accordance with its terms.

"Anniversary Date" means each December 30, commencing December 30, 2005 and continuing until and including December 30, 2020, or, if any such December 30 is not a Business Day, the next preceding Business Day.

"Annual Deposit" means either (a) the amount of \$\_\_\_\_\_\_, if no Credit Reduction Event has occurred and is continuing on an Anniversary Date or (b) upon demand of the Bank in the event that a Credit Reduction Event has occurred and is continuing on an Anniversary Date, an increased amount calculated by the Bank and provided to the City based on a new imputed investment rate of return of \_\_\_\_\_\_%, which is equal to the original imputed investment return of \_\_\_\_\_\_% minus .50%, and the City shall pay the applicable amount to the Bank on each Anniversary Date.

"Business Day" means any day other than a Saturday or Sunday or a day on which banks located in the City of New York, New York are authorized or required by law or executive order to close.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor statute. Each citation to a Code section shall include the applicable Treasury Regulations, revenue procedures and revenue rulings.

"Credit Reduction Event" means the reduction and continuation below "A-" or its equivalent of the City's general obligation credit rating by any of the nationally recognized rating agencies at any time prior to the Maturity Date.

"Investment Agreement" means that certain Time Deposit Agreement dated as of the date hereof between the City and the Bank.

"Maturity Date" means December 30, 2020, or if December 30, 2020, is not a Business Day, the next preceding Business Day.

"Project" shall have the meaning set forth in the Tax Compliance Agreement.

"Qualified Annual Deposit" means any Annual Deposit that (a) is due and payable on or before December 31, 2019, and (b) with respect to which the Bank has not provided prior notice that the Bank has reasonably determined in good faith that the legal defeasance to be accorded to the amount of the Annual Deposit under Section 6.3 represents a Significant Defeasance.

"QZAB Resolution" means Resolution No. \_\_\_\_-122004, which was adopted by the Council of the City on December 20, 2004.

"School Board" means the School Board of the City of Roanoke, a body corporate of the Commonwealth of Virginia.

"Significant Defeasance" means any legal defeasance if, based on all facts and circumstances, the legal rights or obligations that are altered and the degree to which they are altered are economically significant within the meaning of Treas. Regs. §1.1001-3(e)(1). Under Treas. Regs. § 1.1001-3, a change (in whole or in part) in the recourse nature of a debt

instrument (from recourse to nonrecourse) is a modification, even if the change occurs by operation of the terms of the debt instrument.

"Sinking Fund" means the fund established pursuant to Section 6.1.

"Tax Compliance Agreement" means the Tax Compliance Agreement dated as of the date hereof, between the City and the School Board, together with any amendments or supplements made to it in accordance with its terms.

Section 1.2 <u>Rules of Construction</u>. The following rules shall apply to the construction of this Agreement unless the context requires otherwise:

vice versa.

- (a) Singular words shall connote the plural number as well as the singular and
- (b) Words importing the redemption or calling for redemption of the QZAB shall not be deemed to refer to or connote the payment of QZAB at its stated maturity.
- (c) All references in this Agreement to particular Articles, Sections or Exhibits are, references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.
- (d) The headings and table of contents as used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

## ARTICLE II REPRESENTATIONS

- Section 2.1 <u>Representations by the Bank</u>. The Bank makes the following representations as the basis for its undertakings under this Agreement:
- (a) This Agreement and the Commitment Letter have been duly authorized, executed and delivered by the Bank and constitute legal, valid and binding obligations of the Bank enforceable against the Bank in accordance with their terms.
- (b) The Bank represents that it is purchasing the QZAB for the purpose of making a commercial loan to the City or for investment purposes only and that the Bank has no present intention of reselling or disposing of the QZAB or engaging in any "distribution" thereof (as that term is used in the Securities Act of 1933, as amended, and the regulations of the Securities and Exchange Commission relating thereto); provided, however, that the Bank shall at all times have the right to resell or otherwise dispose of all or a portion of the QZAB as permitted by law and subject to applicable state and federal securities laws, regulations and rulings.

- (c) The Bank is a knowledgeable and sophisticated investor and has sufficient knowledge and experience in financial and business matters to be capable of evaluating the risks and merits of the investment represented by the purchase of the QZAB. The Bank has made sufficient inquiry and analysis with respect to the City and the QZAB and other material factors affecting security for the QZAB and the ability of the City to pay the same.
- Section 2.2 <u>Representations by the City</u>. The City makes the following representations as the basis for its undertakings under this Agreement:
- (a) The City is a duly created and validly existing municipal corporation of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.
- (b) The City has full right, power and authority to (i) adopt the QZAB Resolution and execute and deliver this Agreement, the Tax Compliance Agreement, the Investment Agreement and the related documents, (ii) issue the QZAB and sell and deliver it to the Bank, (iii) undertake the Project, and (iv) carry out and consummate all of the transactions contemplated by the QZAB Resolution, this Agreement, the Commitment Letter, the Investment Agreement, the Tax Compliance Agreement and the QZAB.
- (c) This Agreement, the Commitment Letter, the Tax Compliance Agreement, the Investment Agreement and the QZAB were duly authorized by the QZAB Resolution.
- (d) All permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Closing Date have been obtained for (i) the City's adoption of the QZAB Resolution, (ii) the execution and delivery of this Agreement, the Commitment Letter, the Tax Compliance Agreement, the Investment Agreement and the QZAB, (iii) the City's performance of its obligations under this Agreement, the Tax Compliance Agreement, the Investment Agreement, the Commitment Letter, and the QZAB, and (iv) the undertaking of the Project. The City knows of no reason why any such permits or approvals cannot be obtained as required in the future.
- (e) This Agreement, the Commitment Letter, the Tax Compliance Agreement, the Investment Agreement and the QZAB have been executed and delivered by duly authorized officials of the City and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms.
- (f) There are not pending nor, to the best of the City's knowledge, threatened, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, in which a judgment, order or resolution may have a materially adverse effect on the City or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under this Agreement or the QZAB.

## ARTICLE III ISSUANCE, SALE AND PURCHASE OF THE QZAB

- Section 3.1 <u>Issuance</u>, <u>Sale and Purchase of the QZAB</u>. The City agrees to issue and sell and the Bank agrees to purchase the QZAB by paying to the City the amount of \$439,100, which is equal to 100% of the principal amount of the QZAB of \$439,100. The City shall issue the QZAB in substantially the form of Exhibit A hereto.
- Section 3.2 <u>Conditions Precedent to Purchase of the QZAB</u>. The Bank shall not be required to purchase the QZAB unless the Bank has received the following, all in form and substance satisfactory to the Bank:
- (a) Certified copies of all ordinances and resolutions of the City and the School Board relating to this Agreement, the Tax Compliance Agreement, the Investment Agreement and the QZAB.
- (b) A fully executed and complete copy of the Tax Compliance Agreement and the Investment Agreement, with all exhibits attached.
- (c) An opinion of nationally-recognized bond counsel to the City in substantially the form set forth in Exhibit B hereto.

## ARTICLE IV USE OF PURCHASE PRICE

- Section 4.1 <u>Transfer of Purchase Price</u>. Provided the conditions set forth in Section 3.2 have been satisfied, the Bank shall pay to the City on the Closing Date the purchase price of the QZAB specified in Section 3.1.
- Section 4.2 <u>Application of Purchase Price</u>. The City agrees to apply the purchase price of the QZAB in accordance with the Tax Compliance Agreement.

## ARTICLE V SECURITY FOR THE QZAB AND THIS AGREEMENT

Section 5.1 <u>Pledge of Full Faith and Credit; State Aid Intercept</u>. (a) The City hereby irrevocably pledges its full faith and credit for the payment of the principal of and premium, if any, on the QZAB and the satisfaction of the City's obligations to make Qualified Annual Deposits into the Sinking Fund under this Agreement. The Council of the City is authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within

the City, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, on the QZAB and the obligation to make Qualified Annual Deposits into the Sinking Fund under this Agreement to the extent other funds of the City are not lawfully available and appropriated for such purpose.

(b) The City stipulates and agrees that each Qualified Annual Deposit represents a payment of "principal" on a "general obligation bond" of the City within the meaning of Section 15.2-2659 of the Code of Virginia 1950, as amended. The City agrees that the Bank may take any and all actions available to it under Section 15.2-2659 of the Code of Virginia 1950, as amended, to secure payment of the principal of the QZAB and the Qualified Annual Deposits provided for above, if payment of such amounts shall not be made when the same become due and payable.

## ARTICLE VI ESTABLISHMENT, FUNDING AND INVESTMENT OF THE SINKING FUND AND THE REDEMPTION OF THE QZAB

- Section 6.1 <u>Establishment of Sinking Fund</u>. There is hereby established by the City of Roanoke a Series 2004 QZAB Sinking Fund (the "Sinking Fund"). The Sinking Fund will be held by the Bank in custody and in escrow for the benefit of the Bank and any other future owners of the QZAB and is irrevocably pledged to secure the payment of the principal of the QZAB.
- Section 6.2 <u>Funding and Investment of Sinking Fund</u>. On each Anniversary Date to and including December 30, 2019, the City shall deposit with the Bank for investment pursuant to the Investment Agreement an Annual Deposit. The Bank shall, immediately upon receipt, credit to the Sinking Fund all Annual Deposits and interest earnings accruing thereon.
- Section 6.3 <u>Effect of Qualified Annual Deposits; Application of Sinking Fund.</u> (a) The Bank agrees that, upon the receipt of a Qualified Annual Deposit, a principal amount of the QZAB equal to the amount of the Qualified Annual Deposit and interest earnings thereon shall be deemed defeased and that the Bank will look only to the amounts in the Sinking Fund for payment of such principal amount of the QZAB. The Bank agrees to accord such treatment to each Qualified Annual Deposit and interest earnings thereon and the principal amount of the QZAB associated with each such Qualified Annual Deposit notwithstanding any investment losses or shortfalls in the Sinking Fund. The Bank shall assure that any subsequent registered owner of the QZAB expressly acknowledges and agrees to be bound by the terms of this subsection (a).
- (b) The Bank shall apply the balance in the Sinking Fund to pay the principal of the QZAB on the Maturity Date.

#### ARTICLE VII MISCELLANEOUS

- Section 7.1 <u>Successors and Assigns</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- Section 7.2 <u>Amendments</u>. The City and the Bank shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of the City and the Bank.
- Section 7.3 <u>Limitation of City's Liability</u>. In the absence of fraud or misconduct, no present or future director, official, officer, employee or agent of the City shall be liable personally in respect of this Agreement or the QZAB or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the QZAB.
  - Section 7.4 Applicable Law. This Agreement shall be governed by Virginia law.
- Section 7.5 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the City and the Bank, as the case may be, only to the extent permitted by law.
- Section 7.6 Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the QZAB or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the City, at 215 Church Avenue, S.W., Roanoke, Virginia 24011, Attention: Director of Finance, or (b) if to the Bank, at Commercial Banking, VA8-840-02-02, 302 S. Jefferson St., Roanoke, VA 24011. The City or the Bank may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.
- Section 7.7 <u>Headings</u>. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.
- Section 7.8 <u>Term of Agreement</u>. This Agreement shall be effective upon its execution and delivery, provided that the QZAB previously or simultaneously has been executed and delivered. Except as otherwise specified, the City's obligations under the QZAB and this Agreement shall expire upon payment in full of the QZAB and all other amounts payable by the City under this Agreement.
- Section 7.9 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 7.10 Expenses of Bank. The City agrees to pay from legally available and appropriated funds all out-of-pocket expenses of the Bank in connection with its purchase of the QZAB, including the fees and expenses of the Bank's counsel, up to a maximum of \$2,500.

WITNESS the following signatures, all duly authorized.

CITY OF ROANOKE, VIRGINIA	
By:	
City Manager	
BANK OF AMERICA, N.A.	
Ву:	
Its:	

## EXHIBIT A TO FUNDING AGREEMENT, DATED AS OF DECEMBER 30, 2004, BETWEEN THE CITY OF ROANOKE, VIRGINIA AND BANK OF AMERICA, N.A.

No. R-1

UNITED STATES OF AMERICA COMMONWEALTH OF VIRGINIA CITY OF ROANOKE GENERAL OBLIGATION QUALIFIED ZONE ACADEMY BOND (FALLON PARK ELEMENTARY SCHOOL), SERIES 2004

DATED DATE MATURITY DATE

December 30, 2004 December 30, 2020

REGISTERED OWNER: BANK OF AMERICA, N.A.

PRINCIPAL AMOUNT: FOUR HUNDRED THIRTY NINE THOUSAND

ONE HUNDRED DOLLARS (\$439,100)

The CITY OF ROANOKE, VIRGINIA (the "City"), for value received, acknowledges itself indebted and promises to pay to the registered owner of this Bond or such owner's attorney or legal representative the principal amount stated above on the maturity date set forth above (the "Maturity Date") or upon prior redemption as provided below. The principal of and premium, if any, on this Bond are payable in lawful money of the United States of America. This Bond shall bear no interest.

The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the office of the Director of Finance of the City, as Bond Registrar and Paying Agent (the "Bond Registrar").

This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, and, more particularly, issued pursuant to the Public Finance Act of 1991, Chapter 26 of Title, Virginia of 1950, as amended, and Resolution No. \_\_\_\_\_\_ - 122004 (the "QZAB Resolution") adopted by the Council of the City (the "Council") on December 20, 2004.

The City is issuing this Bond and using the proceeds of the sale thereof, along with other available City funds, to finance the renovation, rehabilitation and repair and/or equipping of Fallon Park Elementary School.

The full faith and credit of the City are irrevocably pledged for the payment of the principal of and premium, if any, on this Bond in accordance with its terms. The Council of the City is authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, on this Bond to the extent other funds of the City are not lawfully available and appropriated for such purpose. All references to the payment of this Bond and the security therefor shall be deemed to include all of the City's obligation to make Qualified Annual Deposits as defined and provided for in the Funding Agreement dated as of the dated date hereof (the "Funding Agreement"), between Bank of America, N.A., and the City.

This Bond shall not be subject to optional redemption prior to maturity.

If the City fails to pay any Annual Deposit (that is not a Qualified Annual Deposit) on its due date, the registered owner of this Bond, upon written notice to the City as provided in the Funding Agreement, may cause this Bond to be redeemed in part at a redemption price equal to the amount of the Annual Deposit then in default (which shall constitute a payment of principal on this Bond for purposes of this paragraph), plus a premium equal to an amount, as reasonably determined in good faith by the registered owner of this Bond, to be the registered owner's total losses and costs in connection with the early redemption of such portion of the principal amount of this Bond, including any loss of bargain, cost of funding or, without duplication, any loss or cost incurred (expressed as a positive number) or gain realized (expressed as a negative number) as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position.

The Bonds are issuable as fully registered bonds in denominations of \$5,000 and integral multiples thereof (except for one denomination which may be less than \$5,000). Any Bond may be exchanged for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations at the principal office of the Bond Registrar.

Upon surrender for transfer or exchange of this Bond at the principal office of the Bond Registrar, the City shall execute and the Bond Registrar shall authenticate. and deliver in the name of the registered owner and/or the transferee or transferees, as appropriate, a new Bond or Bonds of any authorized denomination in an aggregate principal amount equal to, and of the same form and maturity as this Bond, subject in each case to such reasonable regulations as the Council and the Bond Registrar may prescribe. All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Bond Registrar, duly executed by the registered owner or by his or her duly authorized attorney-in-fact or legal representative. No Bond may be registered to bearer. Any such exchange or transfer shall be at the expense of the City, except that the Bond Registrar may require payment by the person requesting such exchange or transfer of a sum sufficient to cover any tax or other governmental charge which may be imposed with respect to the exchange or transfer of this Bond.

The City may designate a successor Bond Registrar and/or Paying Agent, provided that written notice specifying the name and location of the principal office of any such successor shall be given to the registered owner of each of the Bonds. Upon registration of transfer of this Bond, the Bond Registrar shall furnish written notice to the transferee of the name and location of the principal office of the Bond Registrar and/or the Paying Agent.

The Bond Registrar shall treat the registered owner of this Bond as the person exclusively entitled to payment of the principal of and premium, if any, on this Bond and the exercise of all other rights and powers of the owner.

Notwithstanding anything contained in the foregoing, if the Maturity Date falls on a Saturday or Sunday or a day on which banks located in the City of New York, New York are authorized or required by law or executive order to close (a "Non-Business Day"), the Maturity Date shall be on the next preceding calendar day that is not a Non-Business Day.

This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to the issuance of this Bond have happened, exist or been performed in due time, form and manner as so required and that the indebtedness evidenced by this Bond is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Council of the City of Roanoke, Virginia, has caused this Bond to be signed by the manual signature of the Mayor or Vice Mayor, the seal of the City to be affixed hereon and attested by the manual signature of the Clerk or any Deputy Clerk of the Council, and this Bond to be dated the dated date hereof.

	CITY OF ROANOKE, VIRGINIA
	Ву:
	Mayor
	City of Roanoke, Virginia
[SEAL]	
ATTEST:	
Clerk of the Council,	
City of Roanoke, Virginia	

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells,	assigns and transfers unto
(PLEASE PRINT OR TYPEWRITE NAME ANI ASSIGNEE)	O ADDRESS, INCLUDING ZIP CODE, OF
PLEASE INSERT SOCIAL SECURITY OR OTI IDENTIFYING NUMBER OF ASSIGNEE:	
the within Bond and does hereby irrevocably cons	stitute and appoint
the books kept for registration of said Bond, with	, attorney, to transfer said Bond on full power of substitution in the premises.
Dated:	
Signature Guaranteed:	
(NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as	(The signature above must correspond with the name of the Registered Owner
a Commercial Bank, Trust Company,	as it appears on the books kept for
Securities Broker/Dealer, Credit Union or Savings Association which is a	registration of this Bond in every particular, without alteration or change.)
Member of a medallion program	rando de disconsider de disconsidere
approved by The Securities Association, Inc.)	



## CITY OF ROANOKE PLANNING BUILDING AND DEVELOPMENT

215 Church Avenue, S.W., Room 166 Roanoke, Virginia 24011 Telephone: (540) 853-1730 Fax: (540) 853-1230 E-mail: planning@ci.roanoke.va.us

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject:

Request from Bland A. Painter, III, Betty J. Painter, and FR-1 Investments, LLC, represented by Maryellen F. Goodlatte, attorney, that property located on Franklin Road and Wonju Street, S.W., identified as Official Tax Nos. 1272507, 1150108, 1272504, 1272505, 1150103, 1150102, 1150104, 1150112, 1150106, 1150109, a portion of Norfolk-Southern right-of-way, a portion of right-of-way owned by the Commonwealth of Virginia, be rezoned from C-2, General Commercial District; C-2, General Commercial District, with conditions; and LM, Light Manufacturing District, to INPUD, Institutional Planned Unit Development District, such rezoning to be subject to certain conditions proffered by the petitioner.

## Planning Commission Action:

Planning Commission public hearing was held on Thursday, November 18, 2004. By a vote of 5-2 (Messrs. Butler, Chrisman, Williams and Rife and Ms. Prince voting for and Messrs. Manetta and Scholz voting against), the Commission recommended approval of a fourth amended petition to rezone to INPUD, Institutional Development Planned Unit Development.

### Background:

A conditional rezoning petition was filed on October 7, 2004. A first amended petition was filed on October 8, 2004. Subsequently, a second

amended petition was filed on October 29, 2004, and a third amended petition on November 5, 2004. A fourth amended petition was filed on November 23, 2004, which reflected the Planning Commission action. The petition conditionally rezones twelve tracts of land and two portions of right-of-way to INPUD, Institutional Planned Unit Development, consisting of approximately 10.706 acres. The petitioner proffers the following:

- 1. The one billboard located on the property shall be removed prior to final approval of a comprehensive site plan affecting the property on which the billboard is located.
- 2. The design of all buildings constructed on the property shall be architecturally integrated and compatible through the use of common materials and style.
- 3. Should the parcels which comprise the property be combined or subdivided, the proffered conditions shall bind each subdivided or re-combined parcels, as applicable.
- 4. Building facades facing Franklin Road shall be designed to resemble the architecture of, and incorporate elements found in, the rest of the project. Architectural interest will carry through to prevent the appearance of a blank wall. Facades shall be articulated with one or more of the following elements: window display boxes visible to vehicles and pedestrians along Franklin Road, awnings and canopies, blade signs (i.e. signage perpendicular to the building façade to which it is attached) for tenant identification so long as such blade signage is 10 square feet or less, architectural lighting, landscaping, etc..
- 5. Average foot candle illumination levels for parking areas and drives shall not exceed 8 foot candles as measured and determined by the Zoning Administrator.

#### Considerations:

The surrounding land uses and zoning districts include:

- To the north across the Norfolk Southern right-of-way are industrial and warehousing uses zoned LM, Light Manufacturing.
- To the northeast along Franklin Road are commercial properties zoned LM, Light Manufacturing.
- To the southeast on the opposite side of Franklin Road are commercial uses zoned C-2, General Commercial.

• To the west on the corner of Franklin Road and Wonju Street is a vacant parcel zoned C-2, General Commercial. On Wonju Street bordering on the Norfolk Southern right-of-way is an industrial use zoned C-2, General Commercial and LM, Light Manufacturing.

The proposed development is consistent with the following actions and statements of *Vision 2001-2020*, the City's comprehensive plan:

- Identify underutilized commercial sites and promote revitalization (ED A26, p.61).
- Explore redevelopment of areas identified for industrial, commercial, or mixed-use development along Franklin Road between the South Jefferson Redevelopment Area and Wonju Street (ED A33, p.62).
- Regional commercial centers should maximize connectivity with existing collector and arterial streets. Traffic improvements should avoid impact on surrounding neighborhoods. Streets should encourage pedestrian traffic and bicycle lanes (p.92).
- Site development should be maximized through reduced parking spaces, increased lot coverage, and parcels developed along street frontages (p.92).
- Parking lots should have multiple vehicular entrances that are clearly marked and attractively landscaped. Parking lots should have trees located in the interior of the site and along street frontages (p.92).
- Visual clutter and excessive lighting should be discouraged. Signs should be clustered and attractively designed (p.92).

The Franklin Road/Colonial Avenue Area Plan was adopted June 21, 2004. The following action items are consistent with the proposed petition:

- Franklin Road Area: Require new developments to incorporate urban amenities (e.g., sidewalks and curbs) and mixed-use residential and commercial where possible (p.9).
- Franklin Road: Maintain commercial zoning that will retain existing businesses and attract new establishments (p.14).

- Identify or create nodes along Franklin Road for commercial centers (p.14).
- Evaluate underused industrially zoned land and demarcate or rezone to maximize its potential (p.14).

The subject site is primarily undeveloped with several buildings situated on the northeastern portion of the project area. The buildings include a stone veneer structure occupied by a chiropractic's office (Tax Map Number 1150103), a 32,882 square foot warehouse (formerly Holdren's) located on Tax Map Number 1150106, a 9,426 square foot building formerly occupied by a sign company on Tax Map Number 1150109, a 3,457 square foot building with a sports specialty shop on Tax Map Number 1150108, and a 7,175 square foot building with a retail/office space on the front with a warehouse area in the back on Tax Map Number 1150104. A phone assembly and repair business occupies the building. This latter structure mentioned is the only structure proposed to remain in the new development.

In December of 2002, City Council approved a conditional rezoning of 7.292 acres, more or less, to C-2, General Commercial District. The petition proposed a shopping center with a gourmet/specialty grocery store with no more than forty thousand (40,000) square feet as the anchor tenant. Today's petition expands the size and the scope of the overall project. The institutional development plan illustrates a 58,000 square foot building housing a Ukrop's grocery store and associated uses, a 14,800 square foot Walgreen's building, four new mixed use buildings (retail, restaurant, office) totaling 110,000 square feet, the existing building on Tax Map Number 1150104, and a 430-space parking garage. In addition, the Ukrop's building and two new mixed-use buildings feature underground parking.

Several of the proffers are the same or similar to conditions volunteered by the petitioner in the December, 2002 conditional rezoning. For example, proffer #1 sets forth the one (1) billboard located on the property will be removed prior to final approval of a comprehensive site plan. The proffer in the December, 2002 rezoning petition addressed two (2) billboards, one of which has since been removed.

The Institutional Planned Unit Development regulations do not address regulations for site signage. Staff believes the language regarding signage on the Institutional Development Plan addresses the concern of sign clutter along Franklin Road and Wonju Street and ensures signs are in proportion with the building façade or storefront of which it is associated. The petitioner conditions that no more than six ground signs

will be erected on the site. With approximately 1,290 feet of frontage along Franklin Road and 660 feet of frontage on Wonju Street, staff believes this to be an adequate provision given that signs will be placed at vehicular entrances and on the corner of Franklin Avenue and Wonju Street. Directional signage and development identification signage (for example: Ivy Market) that will be incorporated within a landscaped retaining wall or other landscaped element will not be counted as ground signs. Building-mounted signs will be kept in proportion to the building façade or storefront with the petitioner's condition that signs shall be limited to one (1) square foot of signage area for each linear foot of the building façade or storefront to which it is attached. The petitioner provides that all storefronts will have a minimum of 39 square feet of signage area to ensure that stores with smaller building frontages have adequate signage. Blade signs, window signs, and canopy signs will not count toward the total of allowed building mounted signage.

The petition satisfies the development standards under 36.1-398 of the Zoning Ordinance. The floor area ratio for the overall site is 2.48, which is considerably less than the maximum floor area ratio of ten (10.0). The open space percentage of 12% exceeds the minimum 10% open space requirement. The height of the buildings is not restricted given the subject parcels do not abut a residential use or residential zoning district. The petitioner provides in the development notes a building will not exceed fifty (50) feet in order to ensure the architectural compatibility with the surrounding area.

The petition adequately addresses the Institutional Planned Unit Development application requirements under Sections 36.1-399 of the Zoning Ordinance. The general notes and drawings on the institutional development plan satisfy the submittal requirements. All private driveways that intersect with public rights-of-way are shown on the drawing and detailed under the development notes on the Institutional Development Plan. Pedestrian routes are shown to illustrate how pedestrians circulate around and through the development. Pedestrian crossings are shown on the Institutional Development Plan to provide access through the internal circulation system of the development. The pedestrian entrances from public streets are along Franklin Road.

The petitioner provides details on how activity producing glare will not be perceptible at or beyond the district boundary in which the activity is located by providing conditions and illustrative examples of the parking lot lighting design. The development plan prescribes the type of parking lot light fixtures for certain heights that will be allowed. The petitioner proposes to use full-cut off lights and cut off lights. In addition, the petitioner provides illustrative examples of fixtures that may be used.

The site is currently located in the FEMA floodplain. The proposed culvert shown on the Institutional Development Plan (p.2) would pipe Ore Branch along the entire distance of the site and remove the subject parcels from the FEMA floodplain. Development of the site requires a new Conditional Letter of Map Revision (CLOMR) from FEMA, Section 404 (of the Clean Water Act) Stream Permit from the Corps of Engineers, and a Section 401 Virginia Water Protection Permit from the Department of Environmental Quality.

An original traffic impact study was completed in the fall of 2002 in response to the December, 2002 conditional rezoning referenced above. With an increase in the size of the project and intensity of uses, the City Traffic Engineer requested an updated traffic impact study be conducted by the petitioner. The petitioner has contracted with Hayes, Seay, Mattern, & Mattern to complete the study. Three primary areas of interest remain the same, including: 1) the operating of the proposed driveway on Wonju Street, 2) the impact on the VDOT control of access along Wonju Street, and 3) potential signalization of the proposed main entrance on Franklin Road.

The Planning Commission discussion centered on the following:

- Parking Lot Illumination: The Commission raised concerns that
  residential uses south of Franklin Road will be adversely affected by
  an overly lit parking lot due to the topographic change between the
  subject site and nearby residential streets. The petitioners agreed to
  proffer that driveway and parking lot lighting will not exceed 8 foot
  candles in illumination.
- Site Landscaping: The Commission acknowledged that the petition satisfies the open space requirement for the INPUD, Institutional Planned Unit Development district and that the petitioner will be subject to the existing landscaping requirements. However, they were not reassured that landscaping would be carried out in a manner consistent with *Vision 2001-2020*. They asked the petitioner to proffer that the parking lots have a 15% tree canopy. The petitioner responded saying that it was not able to make that commitment at this time.
- Building Facades along Franklin Road: The Commission discussed the proffer addressing building facades facing Franklin Road in order to promote an architectural interest to prevent the appearance of a blank wall. The petitioner volunteers to articulate facades with one or more architectural elements including awnings and canopies,

blade signs, window boxes, etc. The Commission raised the concern that the proffer does not offer reassurance to the number, variety, and spacing for the elements along the wall facing Franklin Road. It was also stated that proffered elevations is only realistic way to know the final appearance of the façade. The petitioner responded that it is not possible at this time to proffer elevations.

Proposed Placement of Walgreens: The Commission questioned the
placement of the Walgreens building. Commissioners wondered why
the building could not be brought up to the property line, instead of
its proposed set back with parking spaces between the building and
the street. They stated it was a small change that can make a large
difference in the appearance. It has been done with Walgreen's in
other communities and if the corporate office wants the location
they will make adjustments from their typical site model. The
petitioner stated that they have worked with the Walgreens
corporate office and Walgreens is not able to make this change.

Bob Richert, 415 Allison Avenue, spoke during the public hearing. He stated that he thinks the development is heading in the right direction with features such as structured parking. However, he believed that the development needs to be oriented to a greater degree towards Franklin Road.

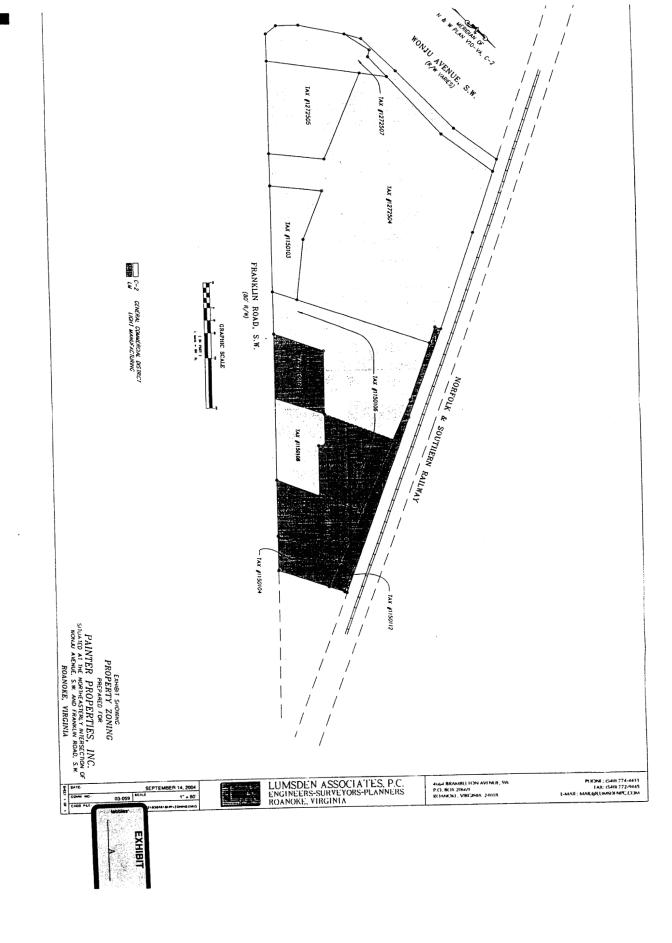
#### Recommendation:

By a vote of 5-2, the Commission recommended that City Council approve the petition to rezone.

Respectfully submitted,

Robert B. Manetta, Chairman City Planning Commission

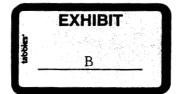
CC: Darlene L. Burcham, City Manager
Rolanda Russell, Assistant City Manager for Community
Development
William M. Hackworth, City Attorney
Steven J. Talevi, Assistant City Attorney
Maryellen Goodlatte, Attorney for the Petitioner



Comm: 2003-059

The following is a deed description for 13,584.6 square foot parcel to be acquired by Painter Properties, Inc. from Norfolk & Southern Railway. The description is as follows:

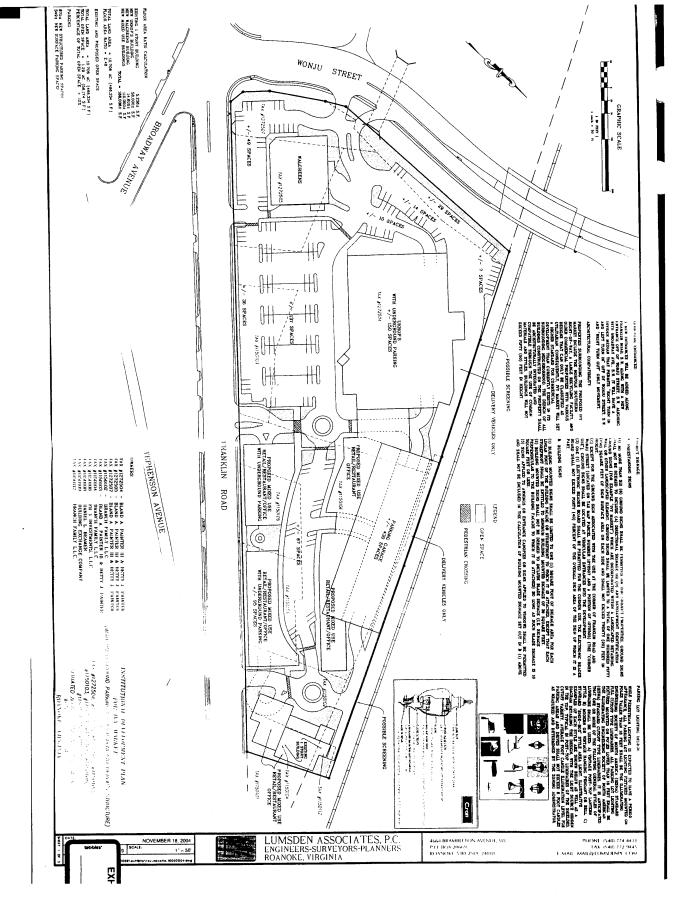
BEGINNING at Corner #A, said point being Station 121+29.24, station per Norfolk and Southern station map V10-VA, 2-C, said point also being northeast corner of property of Bland A. Painter, III, et ux, Roanoke City Tax #1272504; thence leaving Painter and with 2 new division lines thru property of Norfolk & Southern Railway as follows; thence N 66° 51' 40" E, 225.21 feet to Corner #B; thence N 66° 47' 00" E, 440.25 feet to Corner #C, said point located at Station 114.+63.45, per Station Map V10-VA, 2-C; thence with the right-of-way of Norfolk and Southern Railway, S 24° 40' 46" E, 6.29 feet to Corner #D, said point being the northeasterly corner of property of Branch Family LLC, Instrument #030012622. Roanoke City Tax #1150112; thence continuing with Branch Family LLC for the following 2 courses; S 65° 17' 54" W, 61.25 feet to Corner #E; thence S 19° 39' 06" E, 32.37 feet to Corner #F, said point being northeasterly corner of property of Branch Family LLC, Instrument #030012622, Tax #1150102; thence continuing with Branch Family LLC, S 70° 46' 18" W, passing the northwesterly corner of property of Branch Family LLC at approximately130 feet, in all 419.93 feet to Corner #G, said point located on northerly boundary line of property of FR 1 Investments, LLC, Roanoke City Tax #1150106, and continuing with FR 1 Investments, LLC, S 65° 37' 18" W, passing northeast corner of Bland A. Painter, III, et ux, property at approximately 142 feet in all 183.20 feet to Corner #H, said point located on Norfolk and Southern right-ofway; thence leaving Painter and with Norfolk & Southern Railway; N 24° 22' 42" W, 15.00 feet to Corner #H, the place of BEGINNING and containing 13,584.6 square feet as more particularly shown on Exhibit prepared by Lumden Associates, P.C., dated September 10, 2004.

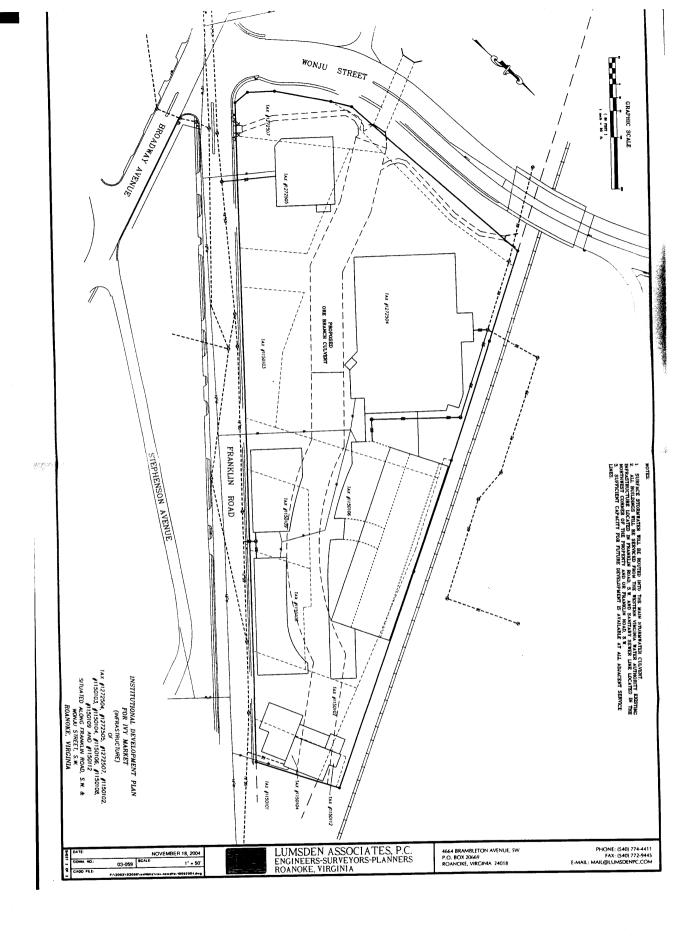


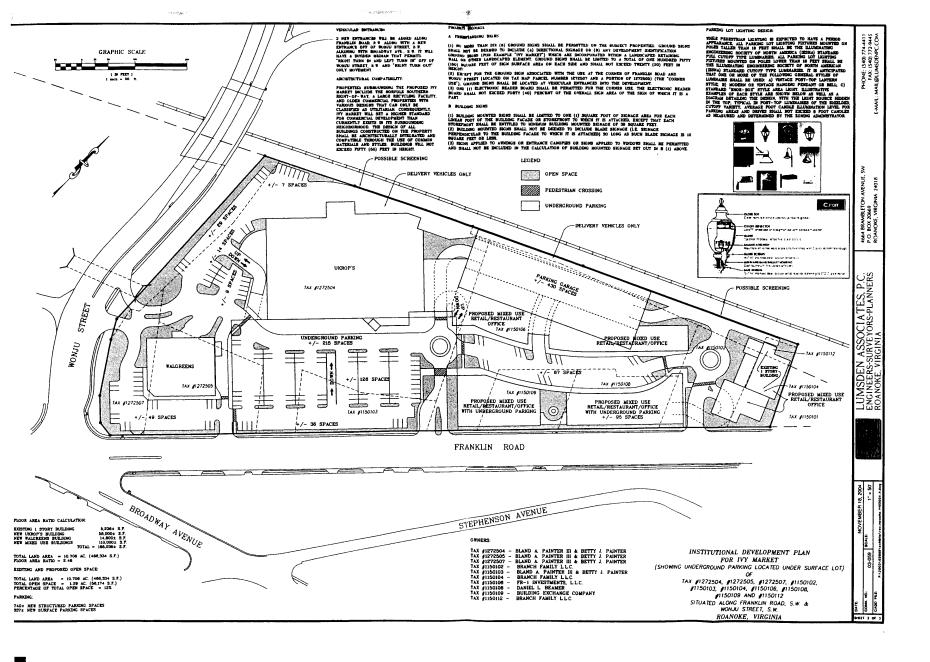
Comm: 2003-059

The following is a deed description for 13,373 s.f., property to be conveyed to Bland A. Painter, III and Betty J. Painter from Commonwealth of Virginia. The description is as follows:

BEGINNING at Corner A, said point located on the easterly right-of-way of Wonju Street, being Station 34+17.83, 125.05 feet to the left of centerline, said point also located on the southerly right-of-way of Norfolk & Southern Railway; thence leaving Norfolk & Southern Railway and with the existing right-of-way of Wonju Street for the following 5 courses; thence S 06° 18' 42" E, 149.07 feet to Corner B; thence S 03° 33' 57" W, 248.04 feet to Corner C; thence S 61° 24' 39" W, 16.67 feet to Corner D; thence S 10° 35' 38"E, 69.65 feet to Corner E, said point being at Station 38+99.96, 70.00 left of centerline of Wonju Street; thence with 2 new division lines through property of Commonwealth of Virginia for the following 2 courses; S 27° 38' 10" W, 41.31 feet to Corner F; thence N 00° 58' 46" W, 423.26 feet to Corner G, said point located at Station 34+23.57. 95.81 feet left of centerline of Wonju Street, said point also located on southerly right-of-way of Norfolk & Southern Railway; thence continuing with Norfolk & Southern Railway right-of-way, N 65° 37' 00" E, 29.94 feet to Corner A, the place of BEGINNING and containing 13,373 s.f. (0.307 ac.) as more particularly shown on Exhibit prepared by Lumsden Associates, P.C., dated October 6, 2004.







## ADJOINING PROPERTY OWNERS TO

Tax Map No. 1272507	Franklin Road, S.W.
Tax Map No. 1150108	2219 Franklin Road, S.W.
Tax Map No. 1272504	. 2331 Franklin Road, S.W.
Tax Map No. 1272505	Franklin Road, S.W.
Tax Map No. 1150103	2329 Franklin Road, S.W.
Tax Map No. 1150102	Franklin Road, S.W.
Tax Map No. 1150104	2203 Franklin Road, S.W.
Tax Map No. 1150112	Franklin Road, S.W.
Tax Map No. 1150106	2309 Franklin Road, S.W.
Tax Map No. 1150109	2239 Franklin Road, S.W.

- .31 Acre Parcel owned by Norfolk Southern Corporation currently within Norfolk Southern right-of-way
  30 Acre Parcel currently within Wonju Street right-of-way

A contract of the contract of	
Tax Map Number	Owners/Addresses
1150101	Hemraj Trading Company 5848 Old Locke Court Roanoke, Virginia 24018
1272410	Cecil E. Hodges, Jr. Audrey R. Hodges 2024 Winston Avenue, S.W. Roanoke, Virginia 24014
1272409	Richard A. Dearing Nancy G. Dearing P. O. Box 8224 Roanoke, Virginia 24014
1272105	Norris, Inc. P. O. Box 12308 Roanoke, Virginia 24024
1272005 1272004 1272003 1272503	Commonwealth of Virginia 215 Church Avenue, S.W., Room 250 Roanoke, Virginia 24011



1272501 1272502	T B C Associates LLP 2580 Broadway Street, S.W. Roanoke, Virginia 24014
1280613	Fulton Properties LLC 2525 Franklin Road, S.W. Roanoke, Virginia 24014
1160102	Evelyn Lewis Cayton Revocable Trust 3630 Parkwood Drive, S.W. Roanoke, Virginia 24018
1160109	H S W Enterprises P. O. Box 21535 Roanoke, Virginia 24018
1150204	Michael J. Paplomatas Angeloa R. Paplomatax 5065 Williamsburg Court Roanoke, Virginia 24018
1150206	Harry Gerald Garrett 247 Thompson Road, S.E. Floyd, Virginia 24091
1150201	K. Wayne Booth Beverly A. Booth 2326 Franklin Road, S.W. Roanoke, Virginia 24014
1150203 1150205	Samuel M. Garst Jeanette N. Garst 378 Calypso Road Moneta, Virginia 24121-5343
1150202	Mack D. Cooper, II 1410 Main Street, S.W. Roanoke, Virginia 24015
1050105	Adnil Properties LLC 3613 Peakwood Drive, S.W. Roanoke, Virginia 24014



#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet Nos. 115 and 127, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant; and dispensing with the second reading by title of this ordinance.

WHEREAS, on December 5, 2002, Bland A. Painter, III, Betty J. Painter, and FR-1 Investments, LLC filed an application to the Council of the City of Roanoke to rezone 7.92 acres, more or less, identified as Official Tax Nos. 1272504, 1272505, 1150103, and a portion of 1150106, from LM, Light Manufacturing District, to C-2, General Commercial District, with proffers, which property was rezoned by the adoption of Ordinance No. 36184-121602, adopted December 16, 2002;

WHEREAS, on July 28, 2004, The Branch Family, LLC filed an application to the Council of the City of Roanoke to rezone certain property located at 2203 Franklin Road, S.W., identified as Official Tax No. 1150104, and two additional parcels on Franklin Road, identified as Official Tax Nos. 1150102 and 1150112, from LM, Light Manufacturing District, to C-2, General Commercial District, with proffers, which property was rezoned by the adoption of Ordinance No. 36862-092004; and

WHEREAS, Bland A. Painter, III, Betty J. Painter, and FR-1 Investments, LLC have made application to the Council of the City of Roanoke to have twelve (12) tracts of land and rights-of-ways lying and being in the City of Roanoke, Virginia, at the intersection of Wonju Street and Franklin Road, S.W., consisting of 10.706 acres, more or less, identified as Official Tax Map Nos. 1272507, 1150108, 1272504, 1272505, 1150103, 1150102, 1150104, 1150112, 1150106, and

1150109, a .31 acre portion of right-of-way owned by Norfolk Southern Corporation, and a .30 acre portion of right-of-way owned by the Commonwealth of Virginia, rezoned from C-2, General Commercial District, C-2, General Commercial District, with conditions, and LM, Light Manufacturing District, to INPUD, Institutional Planned Unit Development District, subject to certain conditions proffered by the applicant.

WHEREAS, the City Planning Commission, which after giving proper notice to all concerned as required by §36.1-693, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on December 20, 2004, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to the Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, is of the opinion that the hereinafter described property should be rezoned as herein provided.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet Nos. 115 and 127 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular manner and no other:

Those certain twelve (12) tracts of land and rights-of way lying and being in the City of Roanoke, Virginia, at the intersection of Wonju Street and Franklin Road, S.W., consisting of 10.706 acres, more or less, a .31 acre portion of right-of-way owned by Norfolk Southern Corporation, and a

.30 acre portion of right-of-way owned by the Commonwealth of Virginia and designated on Sheet Nos. 115 and 127 of the Sectional 1976 Zone Map, City of Roanoke, as Official Tax Nos. 1272507, 1150108, 1272504, 1272505, 1150103, 1150102, 1150104, 1150112, 1150106, and 1150109, be, and are hereby rezoned from C-2, General Commercial District, C-2, General Commercial District, with conditions, and LM, Light Manufacturing District, to INPUD, Institutional Planned Unit Development District, subject to the proffers contained in the Fourth Amended Petition filed in the Office of the City Clerk on November 23, 2004, and that Sheet Nos. 115 and 127 of the 1976 Zone Map be changed in this respect.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

# Architectural Review Board Board of Zoning Appeals

**Planning Commission** 

## CITY OF ROANOKE PLANNING BUILDING AND DEVELOPMENT

215 Church Avenue, S.W., Room 166 Roanoke, Virginia 24011 Telephone: (540) 853-1730 Fax: (540) 853-1230 E-mail: planning@ci.roanoke.va.us

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject:

Request from Carilion Medical Center, CHS, Inc., and B&B Holdings, that property located on Reserve Avenue, S.W., Franklin Road, S.W., and Jefferson Street, S.W., identified as Official Tax Nos. 1032203,1032209, 1032208, 1032207, 1032106, 1032105, 1032104, 1032103, 1032102, 1032101, 1032006,1032005, 1032002, 1032001, 1032201, and 1031902 be rezoned from HM, Heavy Manufacturing District, and C-1, Office District, to INPUD, Institutional Planned Unit Development District.

#### Planning Commission Action:

Planning Commission public hearing was held on Thursday, November 18, 2004. By a vote of 5-0 (Messrs. Manetta and Rife abstaining), the Commission recommended approval of a second amended petition to rezone to INPUD, Institutional Planned Unit Development.

#### Background:

The petitioner filed a request to rezone sixteen (16) Tax Map Parcels on October 7, 2004. A first amended petition with a proffered condition was filed on November 10, 2004. The petitioner filed a second amended petition removing the proffered condition and adding similar language to the petition's Institutional Development Plan on November 23, 2004. Currently, all parcels are zoned HM, Heavy Manufacturing District with the exception of Tax Map No. 1032201 which is split zoned HM, Heavy

Manufacturing District and C-1, Office District. The petitioner requests to rezone sixteen (16) parcels containing approximately 22.15 acres to INPUD, Institutional Planned Unit Development District, for the purposes of developing a bio-medical research park. The required Institutional Development Plan is included in the petition.

#### Considerations:

The surrounding land uses and zoning districts include:

- To the north beyond the Norfolk Southern right-of-way are primarily single- and two-family dwellings on Maple Avenue and Clarke Avenue zoned C-1. Office District.
- To the east are industrial uses including HM, Heavy Manufacturing.
- To the south is the River's Edge Sports Complex zoned C-1, Office District.
- To the west is a vacant parcel zoned HM, Heavy Manufacturing District

The following actions and statements of *Vision 2001-2020*, the City's Comprehensive Plan are relevant to the consideration of this petition:

- Support the redevelopment of the South Jefferson Redevelopment Area (SJRA) by coordinating with participating organizations such as Carilion, Virginia Tech, and the University of Virginia (ED A19, p.61).
- Explore redevelopment of areas identified for industrial, commercial, and mixed-use development or reuse such as the South Jefferson Redevelopment Area. An area plan should include participation of stakeholders and design professionals (ED A33, p.61).
- Building location and design should be considered as important elements of the streetscape and should be used to define the street corridor as a public place (p.95).

The City Council adopted the Redevelopment Plan for the South Jefferson Redevelopment Area on February 5, 2001. The plan divides the one-hundred and ten (110) acres south of Downtown into three districts: Jefferson Street Corridor, Campus and Institutional Area, and The Crossing. The subject parcels are part of the Campus area. South Jefferson Redevelopment Area design guidelines and the supplemental guidelines for the Campus and Institutional Area provide standards to ensure new development fits with the local character while raising the quality of the built environment in the project area. Guidelines are set

forth for sustainable design standards, building materials, on-site lighting, landscaping, and signage. Many of the design guidelines provide a higher level of scrutiny than regulations provided for in the Zoning Ordinance. The design standards are covenants which run with the land and are enforced by the Roanoke Redevelopment and Housing Authority.

For example, the design guidelines outline the materials and dimensions for the specific type of signage. Monument signs will have a size limitation of a maximum height of ten (10) feet and maximum width of seven (7) feet. Directional signs will be limited to twenty-four (24) square-feet and eight (8) feet above the grade. Although the number of signs is not controlled, staff believes the limitation of the size of signage provides greater ability to reduce overall sign clutter. The Campus and Institutional District Standards further prescribes the preferred monument signage system for the Campus area including sign mounting details, the colors, and suggested manufacturers.

The Institutional Development Plan has three separate drawings: (C1) Existing Conditions, (C2) Overall Site Plan, and (C3) Interim Site Plan. The proposed development is a long-range project to be constructed in phases over an extended timetable as depicted on the Overall Site Plan (C2). The Interim Site Plan (C3) illustrates how the site will be developed prior to the time when additional office or hotel uses necessitate structured parking.

The petitioner's application satisfies the INPUD, Institutional Planned Unit Development District, development standards and application requirements as set forth in Sections 36.1-398 and 36.1-399 of the Zoning Ordinance. The scaled development plan documents that development standards, such as the open space ratio, is met by the petitioner. Open space percentage for the site is 37.2%, well above the required 10% open space. The maximum floor area ratio for an INPUD is ten (10). The proposed overall development has a floor area ratio of 1.8. There are no maximum heights or minimum yard requirements in the INPUD District, given the subject parcels do not abut a residential district or residential use. However, South Jefferson Redevelopment Area design guidelines prescribe that buildings on Reserve Avenue shall be between sixty (60) feet to ninety (90) feet tall and buildings fronting on Jefferson Street shall not exceed one-hundred and twenty (120) feet in height. The design guidelines also outline a preferred building setback of twelve (12) feet and a maximum setback of twenty (20) feet from Jefferson Street.

The Institutional Development Plan satisfies the application requirement 399(b)(9) which calls for the petitioner to provide details proving activity producing glare shall not be perceptible at or beyond the district

boundary. Site lighting will be consistent with the Outdoor Lighting section of the South Jefferson Redevelopment Area design guidelines. Furthermore, the maximum lighting level as measured at the property line resulting from any proposed lighting fixtures shall not exceed 0.5 foot-candles. Parking lot lighting limits fixtures to white-light source "down lights" designated for one (1) to two (2) foot-candles and not broadcast light beyond the boundaries of the site. The Campus and Institutional District Standards address site lighting further. The site lighting section designates preferred models appropriate for certain areas of the Campus District.

Sidewalks will be provided along the perimeter of the subject area with pedestrian access to each building. An internal system of at-grade pedestrian walkways and open spaces will be provided between buildings. The project area is located in a FEMA Floodplain. Each building has first floor parking in order to elevate the building out of floodplain.

Planning Commission discussion centered on the following:

- The landscaping requirements outlined in the South Jefferson Redevelopment Area design guidelines. It was also discussed how these requirements and zoning ordinance landscaping requirements will apply to the phasing of this project. Staff stated that a developer will be responsible for only landscaping in and around the building and parking area being proposed for construction at any one time.
- Clarifying how the walkway system will function. The proposed development will provide pedestrian penetration to all buildings from Jefferson Street and Reserve Avenue. In addition, the plan provides for pedestrian connections to the internal-system of walkways between the buildings from Jefferson Street and Reserve Avenue.

No one addressed the Commission during the public hearing.

#### Recommendation:

By a vote of 5-0, the Commission recommended approval of the rezoning request. INPUD, Institutional Planned Unit Development district is an appropriate application of the district given the mix of uses and size of the proposed development and the petition is consistent with many design principles and policies set forth in *Vision 2001-2020*.

#### Respectfully submitted,

Robert B. Manetta, Chairman City Planning Commission

cc: Darlene L. Burcham, City Manager

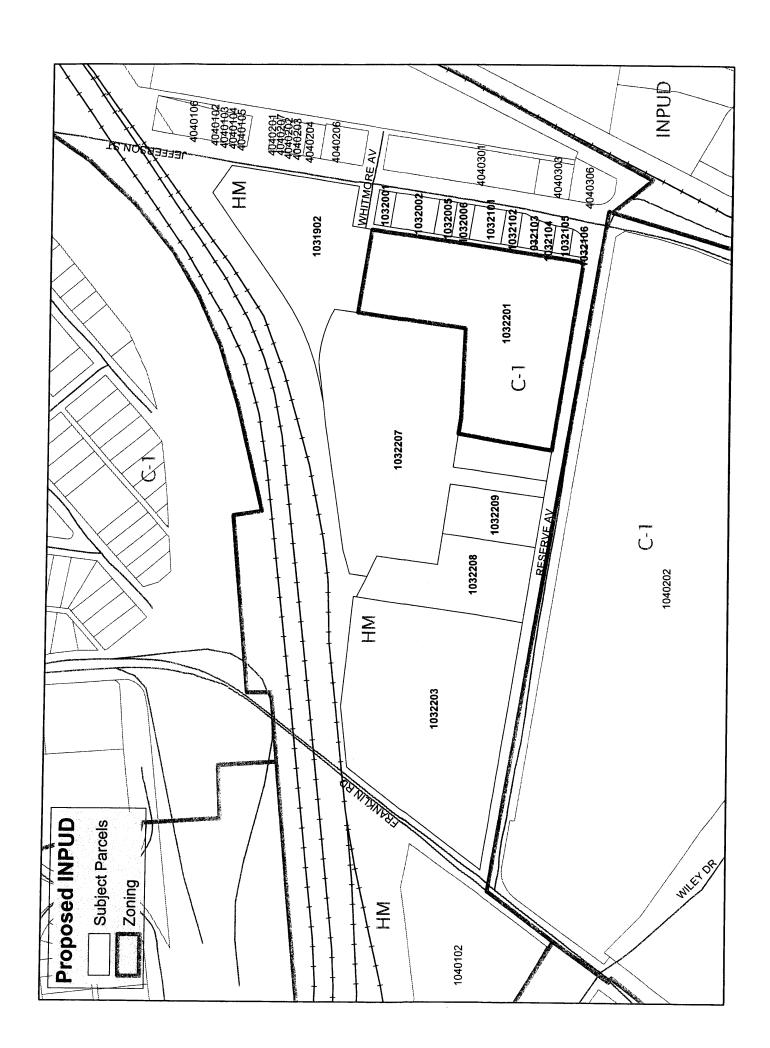
Rolanda Russell, Assistant City Manager for Community

Development

William M. Hackworth, City Attorney

Donald E. Lorton, Petitioner

Brad Allen, Petitioner



#### SECOND AMENDED PETITION TO REZONE

#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

#### IN RE:

Rezoning of fifteen (15) parcels of land lying in the City of Roanoke, on or near Reserve Avenue, identified herein with the Roanoke City Official Tax Nos. 1032203, 1032209, 1032208, 1032207, 1032106, 1032105, 1032104, 1032103, 1032102, 1032101, 1032006, 1032005, 1032002, 1032001 and 1031902 containing 16.1196 acres, more or less, now **HM,** Heavy Manufacturing District and one (1) parcel of land lying in the City of Roanoke, on Reserve Avenue, identified herein with Roanoke City Official Tax No. 1032201 containing 6.0340 acres, more or less, now partially **HM,** Heavy Manufacturing District and partially **C-1**, Office. All sixteen (16) being the property ("Property") to be rezoned to **INPUD,** Institutional Planned Unit Development District.

### TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF ROANOKE:

The Petitioners, Carilion Medical Center is the owner of the parcels having the Official Tax Nos. 1032203, 1032207, 1032106, 1032105, 1032104, 1032103, 1032102, 1032101, 1032006, 1032005, 1032002, 1032001 and 1031902, ("CMC Parcels"), CHS, Inc. is the owner of the parcel having the official Tax No. 1032201 and ("CHS, Inc. Parcel"), and B & B HOLDINGS LLC is owner of the parcels having the Official Tax Nos. 1032209 and 1032208 (B & B Parcels") which constitutes the real estate commonly identified as Phase 1 in the South Jefferson Redevelopment Plan. Said Parcels are currently zoned either HM, Heavy Manufacturing District or C-1, Office District. A map of the Property to be rezoned is attached as Exhibit A.

Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, the Petitioners request that the Property be rezoned from either **C-1**, Office District or **HM**, Heavy Manufacturing District to **INPUD**, Institutional Planned Unit Development District. This rezoning will be subject to the Institutional Development Plan submitted in conjunction with this Petition, entitled Riverside Corporate Centre, issued the 5th day of

October, 2004, with a revision date of November 11, 2004, and a certain condition proffered by the Petitioners.

The Petitioners believe that the rezoning of said Property will further the intent and purposes of the City's Zoning Ordinance and its comprehensive plan and that it will promote the development of this under utilized industrial site into a modern commercial and office location, which is expected to house research and laboratory facilities, resulting in a stronger and more diversified economy.

Further, Petitioners believe that the proposed development as described herein and as indicated on the Institutional Development Plan is in conformity with the Redevelopment Plan for the South Jefferson Redevelopment Area which the Roanoke City Council has created, by its adoption, on March 19, 2001, of Resolution No. 35248-03191, and being substantially in accord with City's Comprehensive Plan.

The Petitioner's phasing of the development may not follow the numbered phases shown on sheet C2 of the Institutional Development Plan.

Attached as Exhibit B are the names, addresses, and tax numbers of the owner or owners of all lots or property immediately adjacent to or immediately across a street or road from the Property to be rezoned.

**WHEREFORE**, the Petitioners request that the above-described parcel of land be rezoned as requested in accordance with the provisions of the Zoning Ordinance.

#### Respectfully submitted this 24th day of November, 2004.

CARILION MEDICAL CEN	N-	TER
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(Owner; CMC Parcels)

By: A Man John Donald E. Lorton, Treasurer

213 S. Jefferson Street, Suite 720

Roanoke, Virginia 24011

Telephone No.: 540 224 5062

CHS, Inc.

(Owner: CHS, Inc. Parcels)

By: A Lorton, Treasurer

213 S. Jefferson Street, Suite 720

Roanoke, Virginia 24011

Telephone No.: 540 224 5062

**B & B HOLDINGS LLC** 

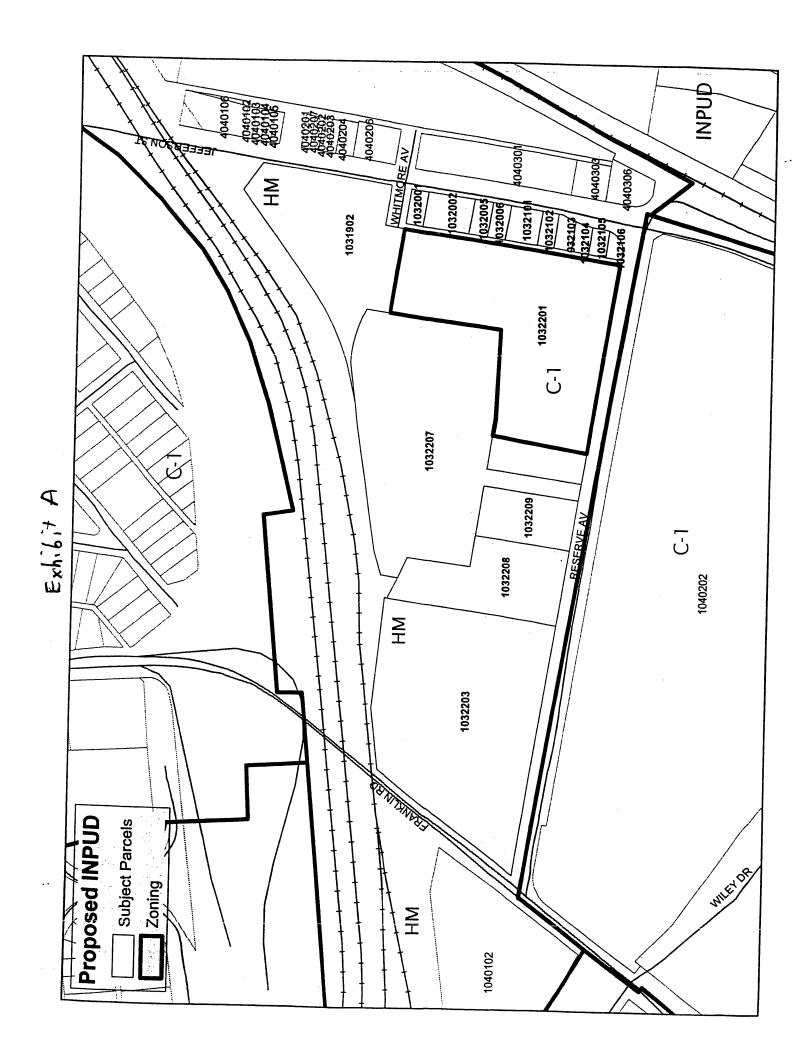
(Owner: B & B Parcels)

By: Member

Address: 217 Reserve Avenue

Roanoke, Virginia 24016

Telephone No.: 540 343 1586



NAMES, ADDRESSES AND TAX NUMBERS OF OWNER(S) OF ALL ADJACENT LOTS

**EXHIBIT B** 

PROPERTY OWNER(S)	ADDRESS	TAX MAP NO.
City of Roanoke	215 Church Avenue SW RM 250, Roanoke, Virginia 24011	1040202
Norfolk and Southern Railway Co.	110 Franklin Road SE Roanoke, Virginia 24011	1039003
Virginia Scrap	P. O. Box 8278	4040102,
Iron & Metal Co.	Roanoke, Virginia 24014	4040103,
		4040104,
		4040105,
		4040201,
Roanoke	P. O. Box 806	4040207,
Redevelopment	Fostoria, Ohio 44830	4040202,
and Housing		4040204,
Authority		4040206,
		4040203,
		4040301,
		4040303,
		4040306
Timberbrook	5100 Bernard Drive	1040102
Properties VI LLC	Roanoke, Virginia 24018	

### NOTE:

Drawings G1, C1, C2, and C3 are too large to scan and may be viewed in the City Clerk's Office.



MARY F. PARKER, CMC City Clerk

#### CITY OF ROANOKE OFFICE OF THE CITY CLERK

215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145
E-mail: clerk@ci.roanoke.va.us

STEPHANIE M. MOON, CMC Deputy City Clerk

SHEILA N. HARTMAN
Assistant City Clerk

December 7, 2004

File #51

Robert B. Manetta, Chair City Planning Commission 2831 Stephenson Avenue, S. W. Roanoke, Virginia 24014

Dear Mr. Manetta:

Pursuant to Section 36.1-690(e) of the Code of the City of Roanoke (1979), as amended, I am enclosing copy of a third amended petition received in the City Clerk's Office on December 7, 2004, from Carilion Medical Center and B & B Holdings, LLC., requesting that 15 parcels of land located on or near Reserve Avenue, S. W., containing 16.1196 acres, more or less, identified as Official Tax Nos. 1032203, 1032207 - 1032209, inclusive, 1032101 - 1032106, inclusive, 1032006, 1032005, 1032002, 1032001 and 1031902, be rezoned from HM, Heavy Manufacturing District; and that one parcel of land located on Reserve Avenue, containing 6.0340 acres, more or less, identified as Official Tax No. 1032201, which is partially zoned HM, Heavy Manufacturing District, and C-1, Office District, be rezoned to INPUD, Institutional Planned Unit Development District.

Sincerely,

Mary F. Parker, CMC

City Clerk

MFP:ew

**Enclosures** 

Robert B. Manetta December 7, 2004 Page 2

pc: The Honorable Mayor and Members of the Roanoke City Council Briggs W. Andrews, Secretary, Carilion Medical Center, 213 S. Jefferson Street, Suite 720, Roanoke, Virginia 24011
J. E. Burkholder, Managing Member, B & B Holdings, LLC, 217 Reserve Avenue, S. W., Roanoke, Virginia 24016
Susan S. Lower, Director, Real Estate Valuation
Martha P. Franklin, Secretary, City Planning Commission
Philip C. Schirmer, City Engineer
William M. Hackworth, City Attorney
Steven J. Talevi, Assistant City Attorney

#### THIRD AMENDED PETITION TO REZONE

#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

#### IN RE:

Rezoning of fifteen (15) parcels of land lying in the City of Roanoke, on or near Reserve Avenue, identified herein with the Roanoke City Official Tax Nos. 1032203, 1032209, 1032208, 1032207, 1032106, 1032105, 1032104, 1032103, 1032102, 1032101, 1032006, 1032005, 1032002, 1032001 and 1031902 containing 16.1196 acres, more or less, now **HM**, Heavy Manufacturing District and one (1) parcel of land lying in the City of Roanoke, on Reserve Avenue, identified herein with Roanoke City Official Tax No. 1032201 containing 6.0340 acres, more or less, now partially **HM**, Heavy Manufacturing District and partially **C-1**, Office. All sixteen (16) being the property ("Property") to be rezoned to **INPUD**, Institutional Planned Unit Development District.

### TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF ROANOKE:

The Petitioners, Carilion Medical Center is the owner of the parcels having the Official Tax Nos. 1032203, 1032207, 1032106, 1032105, 1032104, 1032103, 1032102, 1032101, 1032006, 1032005, 1032002, 1032001 and 1031902, ("CMC Parcels"), CHS, Inc. is the owner of the parcel having the official Tax No. 1032201 and ("CHS, Inc. Parcel"), and B & B HOLDINGS LLC is owner of the parcels having the Official Tax Nos. 1032209 and 1032208 (B & B Parcels") which constitutes the real estate commonly identified as Phase 1 in the South Jefferson Redevelopment Plan. Said Parcels are currently zoned either HM, Heavy Manufacturing District or C-1, Office District. A map of the Property to be rezoned is attached as Exhibit A.

Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, the Petitioners request that the Property be rezoned from either **C-1**, Office District or **HM**, Heavy Manufacturing District to **INPUD**, Institutional Planned Unit Development District. This rezoning will be subject to the Institutional Development Plan submitted in conjunction with this Petition, entitled Riverside Corporate Centre, issued the 5th day of October, 2004, with a revision date of November 24, 2004.

The Petitioners believe that the rezoning of said Property will further the intent and purposes of the City's Zoning Ordinance and its comprehensive plan and that it will promote the development of this under utilized industrial site into a modern commercial and office location, which is expected to house research and laboratory facilities, resulting in a stronger and more diversified economy.

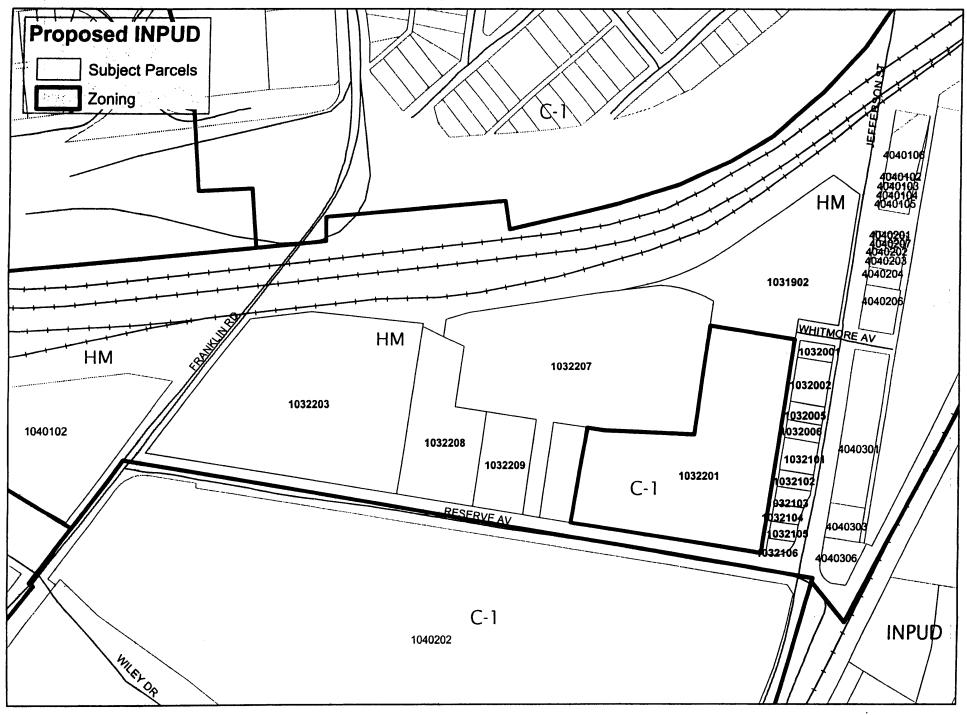
Further, Petitioners believe that the proposed development as described herein and as indicated on the Institutional Development Plan is in conformity with the Redevelopment Plan for the South Jefferson Redevelopment Area which the Roanoke City Council has created, by its adoption, on March 19, 2001, of Resolution No. 35248-03191, and being substantially in accord with City's Comprehensive Plan.

The Petitioner's phasing of the development may not follow the numbered phases shown on sheet C2 of the Institutional Development Plan.

Attached as Exhibit B are the names, addresses, and tax numbers of the owner or owners of all lots or property immediately adjacent to or immediately across a street or road from the Property to be rezoned.

WHEREFORE, the Petitioners request that the above-described parcel of land be rezoned as requested in accordance with the provisions of the Zoning Ordinance.

Exhibit A



#### Respectfully submitted this 7th day of December, 2004.

#### **CARILION MEDICAL CENTER**

(Owner: CMC Parcels)

By: Manager Donald E. Lorion, Treasurer

213 S. Jefferson Street, Suite 720

Roanoke, Virginia 24011

Telephone No.: 540 224 5062

CHS, Inc.

(Owner: CHS, Inc. Parcels)

Donald E. Lorton, Treasurer

213 S. Jefferson Street, Suite 720

Roanoke, Virginia 24011

Telephone No.: 540 224 5062

**B & B HOLDINGS LLC** 

(Owner: B & B Parcels)

Address: 217 Reserve Avenue

Roanoke, Virginia 24016

Telephone No.: 540 343 1586

NAMES, ADDRESSES AND TAX NUMBERS OF OWNER(S) OF ALL ADJACENT LOTS

**EXHIBIT B** 

PROPERTY OWNER(S)	ADDRESS	TAX MAP NO.
City of Roanoke	215 Church Avenue SW RM 250, Roanoke, Virginia 24011	1040202
Norfolk and Southern Railway Co.	110 Franklin Road SE Roanoke, Virginia 24011	1039003
Virginia Scrap Iron & Metal Co.	P. O. Box 8278 Roanoke, Virginia 24014	4040102, 4040103, 4040104, 4040105, 4040201,
Roanoke Redevelopment and Housing Authority	P. O. Box 806 Fostoria, Ohio 44830	4040207, 4040202, 4040204, 4040206, 4040203, 4040301, 4040303, 4040306
Timberbrook Properties VI LLC	5100 Bernard Drive Roanoke, Virginia 24018	1040102



#### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 103, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to the Institutional Development Plan, entitled Riverside Corporate Centre, dated October 5, 2004, revised November 11, and November 24, 2004, and certain conditions proffered by the applicants; and dispensing with the second reading by title of this ordinance.

WHEREAS, Carilion Medical Center, CHS, Inc., and B & B Holdings, LLC have made application to the Council of the City of Roanoke to have the hereinafter described property rezoned from HM, Heavy Manufacturing District, and C-1, Office District, to INPUD, Institutional Planned Unit Development District, subject to the Institutional Development Plan, entitled Riverside Corporate Centre, dated October 5, 2004, revised November 11, and November 24, 2004, and subject to certain conditions proffered by the applicants;

WHEREAS, the City Planning Commission, which after giving proper notice to all concerned as required by §36.1-693, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on December 20, 2004, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to the Council by the Planning Commission, the City's Comprehensive Plan, and the matters

presented at the public hearing, is of the opinion that the hereinafter described property should be rezoned as herein provided.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 103 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular manner and no other:

Those sixteen parcels of land located on Reserve Avenue, S.W., Franklin Road, S.W., and Jefferson Street, S.W., and designated on Sheet No. 103 of the Sectional 1976 Zone Map, City of Roanoke, as Official Tax Nos. 1032203, 1032209, 1032208, 1032207, 1032106, 1032105, 1032104, 1032103, 1032102, 1032101, 1032006, 1032005, 1032002, 1032001, 1032201 and 1031902, be, and are hereby rezoned from HM, Heavy Manufacturing District, and C-1, Office District, to INPUD, Institutional Planned Unit Development District, subject to the Institutional Development Plan, entitled Riverside Corporate Centre, dated October 5, 2004, revised November 11, and November 24, 2004, and certain conditions proffered by the applicant, contained in the Third Amended Petition filed in the Office of the City Clerk on December 7, 2004, and that Sheet No. 103 of the 1976 Zone Map be changed in this respect.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



# **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council

Subject: Agreement for the Development of Colonial Green

#### Background:

The City and Colonial Green, L.C., (originally Colonial Partners, LLC) the developer previously selected through a Request for Proposals for the development of the approximately 23 acre City-owned property located on Colonial Avenue, have completed the negotiation of a land disposition and development agreement. This agreement provides for the phased disposition and physical development of the site in a manner consistent with the provisions of the City's Request for Proposals for the creation of a mixed density traditional neighborhood design and layout.

#### Consideration:

The proposed development, which will require the approval of a rezoning petition to rezone the property from its current RS-2, Single Family Residential District to an RPUD, Residential Planned Unit Development District, is proposed to be comprised of approximately 28 single family, 61 townhouse, and 90 multifamily dwelling units. The site will also contain an additional 42,000 square feet of residential, live-work, and commercial space, contained in a mixed-use structure located along the Colonial Avenue frontage. The development of the project will be subject to an approved RPUD development plan, and general site and architectural design guidelines contained in the <u>Development Pattern Book</u>, which is an exhibit to the development agreement, and which also will be a proffered condition of the rezoning request.

Mayor Harris and Members of City Council December 20, 2004 Page 2

The developer will be responsible for the provision of all public improvements for the development including the construction and dedication of public rights-of-way, water and sewer utility infrastructure, storm water infrastructure, open spaces, and landscaping. The developer will be responsible for the provision of private infrastructure including natural gas, electric, cable television and telephone service facilities. The developer will also construct a distinctive gateway entrance into the development from Colonial Avenue and will share in the cost of any required future signalization at that entrance with Colonial Avenue up to \$50,000. All public improvements on the site will be subject to the requirements of the City's Subdivision Ordinance, including all applicable surety amounts. The total amount of the developer's investment for the project is estimated at slightly over \$49 Million. It is estimated that at build out, the development would generate over \$700,000 in real estate tax revenues annually.

The agreement provides for the approximately 23.7 acre property, currently assessed at approximately \$2.6 Million, to be conveyed to the developer in three phases for nominal monetary consideration, in exchange for the developer agreeing to develop the site as a traditional neighborhood community consistent with the City's <u>Vision 2001-2020</u> Comprehensive Plan, and providing all required site development infrastructure. The agreement provides that each phase's conveyance to the developer be triggered by a specific level of completion of either infrastructure or dwelling units in the preceding phase. Each phase provides for a similar number of the various dwelling unit types to be constructed, so that at any given time during the development of the project, a full variety of housing types will be available to market. The agreement contemplates that the development would be completed within seven (7) years from its initiation.

The proposed agreement confirms the remaining term of an existing lease of a portion of the property to the New Vista Montessori School. The lease agreement for that portion of the site will remain in effect until August 31, 2005.

A copy of the proposed agreement and exhibits are attached to this report for the City Council's review and information.

#### **Recommended Action:**

Authorize the City Manager to execute this development agreement on behalf of the City of Roanoke .

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:rbt

#### Attachment

c: William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk
Rolanda Russell, Assistant City Manager for Community Development
Brian Townsend, Director, Planning Building and Development

CM04-00192

#### AGREEMENT FOR THE DEVELOPMENT OF COLONIAL GREEN

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of November, 2004, by and between the CITY OF ROANOKE, VIRGINIA, a Virginia municipal corporation (the "City"), and COLONIAL GREEN, L.C., a Virginia limited liability company (the "Developer"),

#### WITNESSETH:

WHEREAS, the City circulated Proposal No. 02-12-04 for the development of a first-class, mixed-use community, which incorporates residential single-family, residential multifamily, and commercial space along Colonial Avenue, S.W. (the "Project");

**WHEREAS**, Developer submitted a response for development of the Project, which the City desires to accept, as modified by the Developer;

WHEREAS, City owns certain property located in the City, assessed at \$2,656,300, containing approximately 23.742 acres of land at the edge of the City limits, fronting on Colonial Avenue, S. W., and identified as Official Tax No. 1570101, as further described as "Parcel B-1" on the description attached hereto as Exhibit A (the "Property");

WHEREAS, subject to the terms and provisions of this Agreement, Developer desires to acquire the Property and develop and construct the Project;

WHEREAS, the parties recognize and agree that the Project is complex, will be developed in three Phases, and may not be completed within seven (7) years;

WHEREAS, subject to the terms and provisions of this Agreement, Developer intends to enhance the Colonial Avenue neighborhood of the City by developing the Project, including the construction of a visually significant gateway (the "Gateway"), in accordance with the preliminary design plans set forth in **Exhibit B** hereto, to the Project fronting on Colonial Avenue, thus improving the image and economic vitality of the Colonial Avenue area and stimulating development of other commercial, office, and residential facilities located in the City;

WHEREAS, the City has determined that development and completion of the Project will result in substantial benefits to the welfare of the City and its inhabitants, and in the public purposes and governmental interests served, including, but not limited to, the real estate tax benefits, the personal property tax benefits, the BPOL tax benefits, the sales tax benefits, the

utility tax benefits to be received by the City, and the employment benefits to City, both during construction and on an ongoing basis thereafter;

WHEREAS, the City has found that it is in the public interest of the citizens of the City, and that it is consistent with the economic development goals of the City and with the Comprehensive Plan, "Vision 2001-2020," for the Project to be developed in order to stimulate development of existing facilities in order to generate higher City revenues; and

WHEREAS, City and Developer hereby intend to set forth their understanding, agreements, rights and responsibilities in order to facilitate jointly the implementation of this Agreement.

NOW, THEREFORE, in consideration of the payment by Developer to the City of Ten Dollars (\$10.00) and the mutual covenants, conditions, promises, representations and warranties herein contained and other good and valuable consideration, including Developer's agreeing to develop the Phases as part of a traditional neighborhood community, as set forth in the Comprehensive Plan and the Development Plan, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. <u>THE PROJECT</u>. The Project to be developed by the Developer on the Property shall be constructed in three phases, beginning with Phase I, as such phases are depicted on <u>Exhibit C</u> hereto ("Phasing Plan – Revised November 1, 2004" – hereinafter the "Phasing Plan"). The total estimated cost of the Project is \$49,265,344.32. Each of these phases and the infrastructure to be installed during each such phase, is as follows:

PHASE I: Developer shall cause to be constructed in Phase I at least 6 single-family homes, 28 townhouses, 30 condominiums and not less than an additional 42,000 square feet of live/work space (retail, commercial, apartment and/or condominium). Developer shall cause to be constructed in Phase I the infrastructure identified in Exhibit D.1 hereto.

PHASE II: Developer shall cause to be constructed in Phase II at least 12 single-family homes, 17 townhouses, and 30 condominium or apartment units. Developer shall cause to be constructed in Phase II the infrastructure identified in Exhibit D.2 hereto.

PHASE III: Developer shall cause to be constructed in Phase III at least 10 single-family homes, 16 townhouses, and 30 condominium or apartment units.

Developer shall cause to be constructed in Phase III the infrastructure identified in **Exhibit D.3** hereto.

- 2. <u>PLAT OF SUBDIVISION</u>. Developer shall have prepared, at its expense, as soon as practical after execution of this Agreement, a plat of subdivision of the Property that is in substantial conformance with the Phasing Plan, in conformance with the City's Subdivision Ordinance, subdividing the Property into the three Phases of the Project. The plat shall show where the infrastructure required for the Project will be constructed, and prior to conveyance of each Phase the Developer shall post with the City whatever surety is required by the City's Subdivision Ordinance to ensure the construction of such infrastructure.
- 3. <u>REZONING</u>. After the Developer has submitted to the City, at the Developer's expense, the proposed development plan for the Project conforming to the requirements of §§36.1-289, et seq., Code of the City of Roanoke (1979), as amended ("Development Plan"), the City shall petition for a rezoning of the Property to RPUD, <u>Residential Planned Unit Development District</u>. All fees and expenses associated with the rezoning shall be borne by the City.

The Development Plan submitted to the City by the Developer shall include a residential "pattern book," which shall include architectural renderings, conceptual floor plans, and other illustrative exhibits depicting the architectural styles, construction methods, and proposed building materials for each type of residential unit to be constructed by Developer within the Project.

#### 4. CONVEYANCE OF PROPERTY.

- (a)(1) PHASE I. Following the rezoning of the Property to RPUD, recordation of the initial subdivision plat identifying and locating Phase I, and approval by the City of the Development Plan, the City will convey to the Developer Phase I of the Property for the nominal consideration of Ten Dollars (\$10.00). All conveyances under this Agreement are to be by general warranty deed, and the Property is to be conveyed in its "as is" condition. Subject to the provisions herein, the removal or demolition of any structure or existing infrastructure on the Property shall be the responsibility of the Developer.
- (a)(2) Developer shall commence the Actual and Substantial Development of the residential and commercial units and the infrastructure within Phase I within one (1) month of the conveyance of Phase I to the Developer. Other than the construction lender's deed of trust,

Developer shall not permit any liens to be placed on the Property within Phase I unless and until the City Representative certifies, in writing, that Actual and Substantial Development has commenced. Once the Developer has received such certification, it may sell Lots to third parties.

- (a)(3) If Actual and Substantial Development has not commenced in Phase I within one (1) month of the conveyance of Phase I to the Developer, the Developer shall reconvey the Property to the City within fifteen (15) days after the expiration of the one month period, at the Developer's sole expense, free and clear of any liens.
- (a)(4) No certificate of occupancy, either temporary or permanent, shall be issued for any of the retail/commercial space in Phase I, and such space shall not be occupied, until such time as a permanent certificate of occupancy for ten (10) of the residential units in Phase I have been issued, and another ten (10) of the residential units in Phase I are under construction.
- (b)(1) PHASE II. Upon the City determining that (i) fifty percent (50%) of the infrastructure to be installed in Phase I has been completed, and (ii) 75 % of the Gateway has been completed the City will convey to Developer Phase II of the Property, on the same terms and conditions as Phase I was conveyed. Should the Developer desire to delay final landscaping of the Gateway due to seasonal concerns, it may post surety to ensure the completion of that portion of the landscaping that would be required to constitute the 75 % completion requirements.
- (b)(2) Developer shall commence the Actual and Substantial Development of the residential units and of the infrastructure within Phase II within one (1) month of the conveyance of Phase II to the Developer. Other than the construction lender's deed of trust, Developer shall not permit any liens to be placed on the Property within Phase II unless and until the City Representative certifies, in writing, that Actual and Substantial Development has commenced.
- (b)(3) If Actual and Substantial Development has not commenced in Phase II within one (1) month of the conveyance of Phase II to the Developer, the Developer shall reconvey the Property within Phase II to the City within fifteen (15) days after the expiration of the one month period, at the Developers' sole expense, free and clear of any liens.
- (b)(4) During the development of Phase II, building permits for no more than a total of seventy five percent of the single-family and townhouse units in Phase I and Phase II will be issued until such time as the condominium/apartment building in Phase I is constructed to the point of being framed and under roof.

- (c)(1) PHASE III. Upon the City determining that at least ninety percent (90%) of the infrastructure in Phase I is completed, that at least fifty percent (50%) of the infrastructure in Phase II is completed, and that at least twenty-two (22) permanent certificates of occupancy have been issued for either townhouses or single-family detached homes, or a combination of the two, in either Phase I or II, the City will convey to the Developer Phase III of the Property, on the same terms and conditions as Phase I was conveyed.
- (c)(2) Developer shall commence the Actual and Substantial Development of the residential units and of the infrastructure within Phase III within one (1) month of the conveyance of Phase III of the Property to the Developer. Other than the construction lender's deed of trust, Developer shall not permit any liens to be placed on the Property within Phase III unless and until the City Representative certifies, in writing, that "Actual and Substantial Development' has commenced.
- (c)(3) If Actual and Substantial Development has not commenced in Phase III within one (1) month of the conveyance of Phase III to the Developer, the Developer shall reconvey the Property within Phase III to the City within fifteen (15) days after the expiration of the one month period, at the Developer's sole expense, free and clear of any liens.
- (c)(4) During the development of Phase III, building permits for no more than twenty-three (23) additional townhouse or single-family units shall be issued for Phase II or III (in addition to the units already permitted under (b)(4) above) until such time as the condominium/apartment building in Phase II is under construction to the point of being framed and under roof.
- (c)(5) The condominium/apartment building in Phase III must be under construction to the point of being framed and under roof before building permits to construct any of the remaining single-family residences in Phase III may be issued.
- 5. TRAFFIC SIGNAL. If and when required by VDOT, the City shall initiate the design and installation of a traffic signal at the intersection of Colonial Avenue and the entranceway into the Project. If such requirement occurs prior to the Final Completion of the Project, the Developer shall reimburse the City within thirty (30) days of being billed for the same fifty percent (50%) of the actual cost of fabricating and installing such signal, up to Fifty Thousand Dollars (\$50,000.00). All other right-of-way improvements shall be the responsibility of the Developer.

#### 6. INFRASTRUCTURE.

- (a) The Developer shall be responsible for all infrastructure, public and private, whether on or off the Project site, necessary for the Project. All infrastructure shall be designed and constructed to the standards of the City or other applicable agency.
- (b) "Public infrastructure" shall include all required right-of-way improvements, including curb, gutter, sidewalks, street lighting, and landscaping; water; sanitary sewer; and storm drainage systems. All public infrastructure shall be subject to the requirements of the City's Subdivision Ordinance, including applicable surety amounts.
- (c) "Private infrastructure" shall include natural gas, telephone, telecommunications, cable television, and electric distribution and service facilities.
- (d) Other than as necessary to physically connect public utilities to the Project and as required for a de-acceleration lane into the Project from Colonial Avenue, the City will not require any offsite infrastructure that would be the responsibility of the Developer.

#### 7. **DEVELOPER'S OBLIGATIONS**.

The Developer agrees:

- (a) To be responsible for obtaining, at its expense, all site development, building, and related permits for the Project, with the exception of the costs borne by the City pursuant to Section 3 above.
- (b) To be responsible for obtaining at its expense any special exception permits or variances necessary for the Project, with the exception of the rezoning contemplated in <u>Section 3</u>, which shall be the responsibility of the City.
- (c) To make quarterly detailed written reports to the City Representative as to the status of the construction of the required infrastructure, lot preparation, and construction of units.
- (d) To pay all applicable taxes, including real estate taxes on the Property, once conveyed to the Developer.
- 8. <u>REASONABLE DETERMINATION</u>. Whenever in this Agreement a determination or approval is required by either party, such determination or approval shall be reasonable, timely and not unduly burdened unless specified to the contrary.
- 9. <u>COMPLETION</u>. Subject to delays beyond the reasonable control of Developer, Developer shall achieve Final Completion of the construction of the Project on or before the

seventh (7th) anniversary of the Start Date, as indicated by submission of a Certificate of Substantial Completion by the Project Architect. In the event that Final Completion of the construction of the Project is not achieved by such seventh (7th) anniversary for good cause shown, the City Representative shall have the right but not the obligation to extend such seventh (7th) anniversary date up to three (3) additional years.

Notwithstanding anything herein to the contrary, in the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God; acts of the government; unforeseeable market conditions which may delay development completion, including but not limited to a marked increase of the Federal Funds rate, acts of the other party, strikes, freight embargoes, terrorism, fires, floods, unusually severe weather, or delays of subcontractors due to such causes. The time for performance of all obligations under the Agreement shall be extended for the period of the enforced delay, after a reasonable time for resumption of activities, provided that the period so extended shall not exceed a total of ten (10) years from Start Date, and further provided that the party claiming such delay notifies the other party in writing, in accordance with the requirements of Section 17. Such notice will contain (i) the nature of the delay (ii) actions taken or to be taken to cure such delay and (iii) the expected timeframe, in days, in which the delay shall affect or extend the Project.

10. <u>ASSIGNMENT</u>. The City and the Developer each binds itself, its partners, successors, assigns and legal representative to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in response of all covenants of this Agreement. Neither the City nor Developer shall assign, sublet or transfer its interest in this Agreement without written notice to, and the written consent of the other, which consent shall not be unreasonably withheld, delayed, or conditioned.

Notwithstanding anything herein to the contrary, the following assignments are hereby agreed to:

a. Any affiliate of Developer, or entity in which the Developer or its members have a controlling interest, provided Developer remains liable for all obligations contained herein.

- b. Nothing herein shall prevent the sale of Lots to a third party builder or owner/occupant once the approved subdivision plat is recorded.
- c. Nothing herein shall prevent the sale of Lots to a Builder or Owner for the development of condominiums, in accordance with the Condominium Act under Title 55 of the Code of Virginia.
- d. Nothing herein shall prevent the assignment of Developer's rights to a construction lender or bonding agent, subject to notice being given to the City Representative.
- 11. <u>THIRD PARTIES.</u> The City shall not be obligated or liable hereunder to any party other than the Developer or its agreed to assignees.
- 12. <u>FINANCING</u>. The Developer shall notify the City in advance of any deed of trust financing it proposes to enter into with respect to the Property, and of any encumbrance or lien that has been created by the Developer on or attached to the Property, whether by voluntary act of the Developer or otherwise. For the purposes of such deed of trust financing as may be made pursuant to this Agreement, the Property may, at the option of the Developer or successor in interest, be divided into several parts or Lots, provided that such subdivision is not inconsistent with the purposes of the Development Plan and this Agreement. The language in this Subsection shall not operate to prevent a Builder or Owner from obtaining construction or permanent financing against any Lot purchased from the Developer.
- 13. <u>DEVELOPER'S RESPONSIBILITES</u>. The Developer shall, at its sole expense, comply with the provisions of the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances, and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.
- 14. <u>REPRESENTATIONS OF THE DEVELOPER</u>. In order to induce City to enter into this Agreement, the Developer represents and warrants to City as follows as of the date of this Agreement:
  - a. The Developer is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof;
  - b. Any and all actions necessary to enable the Developer to enter into this Agreement (including actions to be taken by members of the Developer) and to be bound hereby, have been duly taken;

- c. The Developer or persons executing or attesting the execution of this Agreement on behalf of the Developer has or have been duly authorized and empowered to so execute or attest;
- d. There exists no litigation, actions, suits, investigations or proceedings pending against the Developer, or to the Developer's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Developer to carry out its obligations under this Agreement or the transactions contemplated hereunder;
- e. This Agreement is a valid and binding obligation of the Developer enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally; and
- f. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the Developer's articles of organization or operation agreement, or of any agreement or instrument to which the Developer is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.
- 15. <u>REPRESENTATIONS OF THE CITY</u>. In order to induce Developer to enter into this Agreement, the City represents and warrants to Developer as follows as of the date of this Agreement:
  - a. The City is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof;
  - b. Any and all actions necessary to enable the City to enter into this Agreement, including action by the City Council, and to be bound hereby, have been duly taken;
  - c. The City or persons executing or attesting the execution of this Agreement on behalf of the City has or have been duly authorized and empowered to so execute or attest;
  - d. There exists no litigation, actions, suits, investigations or proceedings pending

against the City, or to the City's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the City to carry out its obligations under this Agreement or the transactions contemplated hereunder;

- e. This Agreement is a valid and binding obligation of the City enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally; and
- f. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the legislation creating the City or of any agreement or instrument to which the City is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.
- 16. <u>CITY'S FAILURE TO CONVEY</u>. If the City does not tender the conveyance or possession of the Property in the manner and condition, and by Closing Date, and the failure is not cured within 120 days after written demand by the Developer (the "Cure Period"), then this Agreement shall, in Developer's sole discretion, be either (i) cancelled, or (ii) the Developer shall be entitled to sue for specific performance.

If prior to or at the time of Closing of any Phase, a cloud, encumbrance, or other defect in title is noted by the Developer which makes the title being conveyed to the Developer not marketable, and such cloud, encumbrance, or defect can be eliminated by the City through the power of condemnation, then the cloud, encumbrance, or defect shall be so eliminated by the City at the City's own expense within the Cure Period, and the Developer need not accept title prior to such elimination. In the event the cloud, encumbrance, or defect on the Property subject to condemnation cannot be eliminated or cured within the Cure Period, then the Developer may either extend the Cure Period an additional 120 days, or accept such title as the City may convey or may reject the acceptance of such title. If the Developer rejects such title, then the Developer may terminate this Agreement, and recover reasonable costs and expenses incurred.

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### 17. NOTICE OF DEFAULT; OPPORTUNITY TO CURE.

Whenever the City shall give any notice to the Developer and to any construction lender or bonding agent of Developer of any breach or default by the Developer in its obligations or covenants under this Agreement, the City shall at the same time deliver to each holder of record of any security interest authorized by this Agreement a copy of the notice or demand. Each holder shall, insofar as the rights of the City are concerned, have the right at its option to cure the breach or default and to add the cost thereof to the Developer's debt and its security interest.

In the event of any default under this Agreement by either party the breaching party shall, upon written notice from the other, proceed immediately to cure the default and shall cure the default within 30 days after receipt of the notice. In the event of a default or a contingency that cannot with due diligence be reasonably cured within 30 days the cure period shall be extended a reasonable amount of time provided that the breaching party proceeds with all due diligence to cure the breach. If after receiving written notice from the aggrieved party to proceed promptly and with all due diligence to cure and to prosecute the curing of such default (subject to unavoidable delays), the breaching party fails to take action, the aggrieved party may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the party in default of its obligations.

### 18. EQUAL EMPLOYMENT OPPORTUNITY.

- (a) During the performance of this Agreement, the Developer agrees as follows:
- 1. The Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Developer. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2. The Developer, in all solicitations or advertisement for employees placed by or on behalf of the Developer, will state that such Developer is an equal opportunity employer.

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3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

(b) The Developer will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each subcontractor or vendor.

### 19. ENTIRE AGREEMENT.

This Agreement and any exhibits incorporated by reference into this Agreement constitute the entire agreement between the parties, and no condition or provisions, whether oral or written, in any previous proposal or communication by either of the parties, or any prior agreement or other understanding between them shall be of any effect, anything in any such proposal, communication or agreement to the contrary notwithstanding.

20. <u>AMENDMENTS</u>. Any changes as may be mutually agreed upon by and between the City and the Developer shall be agreed to by written amendment to this Agreement

21. <u>NOTICE</u>. Any notice, bills, invoices, or reports required by this Agreement shall be sufficient if sent in writing, via certified mail, return receipt requested, to the addressees noted below:

CITY:

City Manager City of Roanoke

364 Noel C. Taylor Municipal Building

215 Church Avenue, S. W. Roanoke, Virginia 24011

DEVELOPER:

Colonial Green, L. C.

P. O. Box 10296

Blacksburg, Virginia 24062

Attn: Joyce L. Graham, Managing Member

(540) 320-5215 (office) (540) 268-2222 (fax) jlgraham@usit.net

With a copy to:

Meade A. Spotts, Esq. SpottsFain, P.C. P. O. Box 1555

Richmond, Virginia 23188-1555

(804) 788-1345 (office)

### (804) 421-3273 (fax) mspotts@spottsfain.com

- 22. <u>SEVERABILITY OF CLAUSES</u>. It is agreed that the illegality or invalidity of any term or provisions of this Agreement shall not affect the validity of the remainder of this Agreement, and it shall remain in full force and effect as if such illegal or invalid term or provision were not contained herein.
- 23. <u>MULTIPLE COPIES</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 24. GOVERNING LAW. This Agreement and all questions of construction of the provisions hereof and of the rights and liabilities of the parties shall be construed and determined in accordance with the applicable laws of the Commonwealth of Virginia.
- 25. <u>APPROVALS</u>. Other than approvals mandated by City ordinance, if submitted plans such as residential unit plans conform to the provisions of the Development Plan and proposals made by the Developer, the City shall formally approve the plans, and no further filing by the Developer or approval by the City shall be required. Such plans shall, in any event, be deemed approved unless formal rejection thereof by the City, in full or in part, setting forth in detail the reasons therefore, shall be made within 30 days after their submission to the City. If the City rejects the plans in whole or in part as not being in conformity with the Development Plan, the Developer shall submit new or corrected plans which are in conformity with the Development Plan within 30 days after written notification to it of the rejection, and the provisions of this Section relating to approval, rejection, and resubmission of corrected plans shall continue to apply until approved by the City; provided that the Developer submits such satisfactory plans no later than 150 days after the original submission. The approval referred to in this Section shall be at the discretion of the City but which shall not be unreasonably withheld, delayed, or conditioned.
- 26. BOND AND SURETY. Any bonds or surety required by the City under the terms of this Agreement shall (i) be issued by an institution qualified to transact business in Virginia, (ii) contain a termination notice of not less than thirty (30) days, (iii) shall name the City as an additional beneficiary, and (iv) shall be subject to the reasonable approval of the City

### 27. <u>DEFINITIONS</u>.

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General. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- a. The terms defined in this Article have the meanings assigned to them and include the plural as well as the singular;
- b. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as applied to Developer; and
- c. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to a particular Section.

Specific. Unless the context clearly indicates to the contrary, the terms listed below shall be construed in accordance with the following definitions:

- a. "Actual and Substantial Development" within a respective Phase means the posting of surety required to complete the public infrastructure therein, the commencement of land disturbance activities thereon, and the securing of portions of the Property with a deed of trust for the Developer's construction lender.
- b. "Agreement" means this Agreement For The Development Of Colonial Green.
- c. "Builder" means any person or entity which acquires Lots for the purpose of improving such Lots for resale to Owners or for lease to tenants.
- d. "Certificate of Substantial Completion" means a certificate substantially similar to AIA Document G704-2000.
- e. "City" means the City of Roanoke, Virginia.
- f. "City Representative" means the City Manager of the City or such person(s) as may be authorized in writing by the City Manager to act for her with respect to any or all matters pertaining to this Agreement.
- g. Closing. The terms "Closing," "Closing Date," or "Close of Escrow" shall mean the completion of the sale and purchase and conveyance of any Phase of the Property contemplated by this Agreement as signified by the delivery of all documents required to be recorded in the Office of the Clerk of the Circuit Court of City of Roanoke, Commonwealth of Virginia, all in accordance with the terms of this

- Agreement. The Closing Date for Phase I shall be simultaneous with the Start Date.
- h. "Council" means the City Council of the City of Roanoke, Virginia.
- i. "Comprehensive Plan" means "Vision 2001-2020" of the City of Roanoke, Virginia, adopted by Council on January 21, 2003.
- j. "<u>Developer</u>" means Colonial Green, L. C., a limited liability company organized under the laws of the Commonwealth of Virginia.
- k. "<u>Development Plan</u>" means the detailed drawing, blueprints and specifications used by Developer and Builders for the construction of the Project, as approved through the rezoning process.
- 1. "Effective Date" means when the City ratifies this Agreement.
- m. "Final Completion" means (i) the receipt by the City of the Certificate of Substantial Completion, (ii) the release of all surety and/or bonds by any lender of Developer, and (iii) the reasonable acceptance by the City of all infrastructure, to include but not limited to all applicable public infrastructure.
- n. "Gateway" means all aspects and improvements comprising the entrance way to the Project, as shown in Exhibit B, and in detail as a portion of Phase I in Exhibit C.
- o. "Lot" means (i) any plot of land designated for separate ownership or occupancy shown on the Development Plan, or (ii) a unit in a condominium association or a unit in a real estate time-share.
- p. "Owner" means the record holder of the fee simple title to any Lot, whether referring to one person or entity or collectively to more than one person or entity that have joint ownership of a Lot, including contract sellers; the term "Owner" shall exclude those having an interest merely as security for the performance of an obligation.
- q. "Pattern Book" means that certain assemblage of patterns for construction prepared by Hill Studios, dated November 1, 2004, and attached hereto as Exhibit E. The City Representative shall have the authority to approve any revisions deemed substantial and material by the parties.
- r. "Phase" refers to the real property development of any or all of Phase I, Phase II, or

- Phase III, as they may appear in the Phasing Plan.
- s. "Phasing Plan" means that depiction of Project development Revised November 1, 2004, attached hereto as Exhibit C.
- t. "Project Architect" means the architect hired by Developer to prepare the plans and specifications for the Project, Hill Studio, or other architects and/or engineers as the Developer may find necessary.
- u. "RPUD" means Residential Planned Unit Development district of the City's zoning ordinance.
- v. "Start Date" means 30 days after the Zoning Approval Date of the planned unit development, when the comprehensive development plan approval for that Phase of the Project is unconditionally issued, and the issuance of such soil disturbance and/or building permit is final and non-appealable, whichever last occurs.
- w. "Zoning Approval Date" means when the City has applied for and secured all zoning required for the Property, at the sole expense of the City and in the name of the city, which the City estimates to occur no later than one hundred twenty (120) days from the Effective Date. In the event of a delay in zoning beyond 120 days, the Zoning Approval Date shall be extended as necessary up to an additional 120 days. Beyond such extension, either party shall have the option of terminating this Agreement with 30 days written notice to the other party.
- 28. TERMINATION OF EXISTING LEASE. At Closing, the City shall cause to be executed, by any and all tenants of the Property, a standard form estoppel agreement confirming that any leases affecting the Property are in full for and effect, and that no breaches exist on the part of either landlord or tenant. At Closing, Developer shall assume any and all subsequent liabilities in regard to such leases. Regardless of any language to the contrary contained in this Agreement, if at Closing any tenants are in legal possession of all or portions of the Property, any time frames for compliance with or conformance by the Developer in regard to the terms of this Agreement shall be extended for that period of time from Closing until the Developer gains full and complete control

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of any outstanding leasehold interest in the Property. As of the Effective Date, (i) there are no tenancies affecting the Property that cannot be terminated on or before August 31, 2005, and (ii) the City agrees not to enter into any additional new leases or extensions of existing leases affecting the Property.

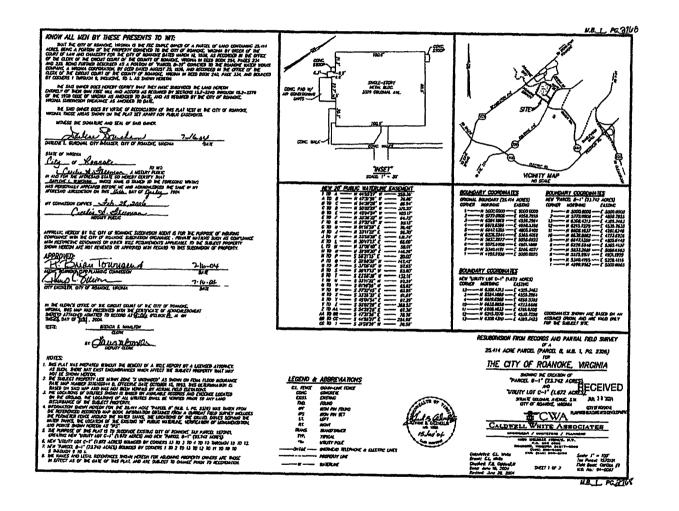
29. GRADING EASEMENT AND ACCESS. At Closing, the City shall grant to Developer an access and grading easement (the "Easement") for the purposes of (i) accessing all portions of the Property for site, engineering and design purposes, and (ii) borrowing, moving, accessing and/or stockpiling earth and stone for use solely for the Project. The Easement shall be used in such a manner as to cause as little disturbance to any residential or commercial neighbors or existing tenant(s) of the Property, and under no circumstances shall (a) any earth or fill material be removed from the Property without the written consent of the City Representative and (b) the leasehold possession of any existing tenant of the City occupying the Property be disturbed. The Developer shall make no use of the Easement until such time as (1) the bond or surety requirements referenced in Section 26 herein have been met, and (2) the Developer has placed into effect a comprehensive general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Property and on or about the adjoining streets and sidewalks, which insurance will provide minimum protection in single limit of not less than \$1,000,000.00 for bodily injury or death in any one occurrence, and not less than \$1,000,000.00 for property damage, and which policy shall name the City as an "additional insured".

[SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, the City and the Developer have affixed their signatures as of the date first written above

	CITY OF ROANOKE
ATTEST:	Ву
	Darlene L. Burcham, City Manager
Mary F. Parker, City Clerk	
	COLONIAL GREEN, L. C.
•	By Joyce L. Grafan
	By Joyce L. Grafan  Managing Manher
	(Title)
APPROVED AS TO FORM:	
City Attorney	·
APPROVED AS TO EXECUTION:	
City Attorney	





SITE OF THE PROPOSED
COLONIAL GREEN DEVELOPMENT

SUBJECT PROPERTY OWNED BY THE CITY OF ROMOKE

SITE SURVEY-PART A



Contrornity Planning • Landscape Architecture

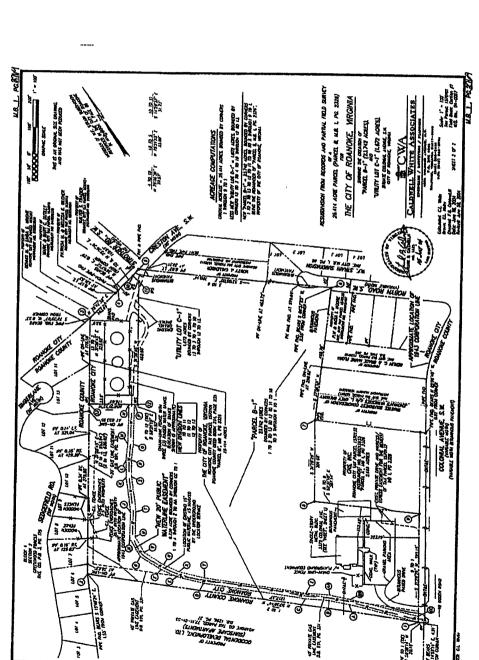
Aprilianters

120 West Campbell Avenue SW Rosnoke, Verginia 24011

HILL tel: 540-342-5263 STUDIO www.hillsaudio.com

NOV<del>1318</del>ER I, 2004

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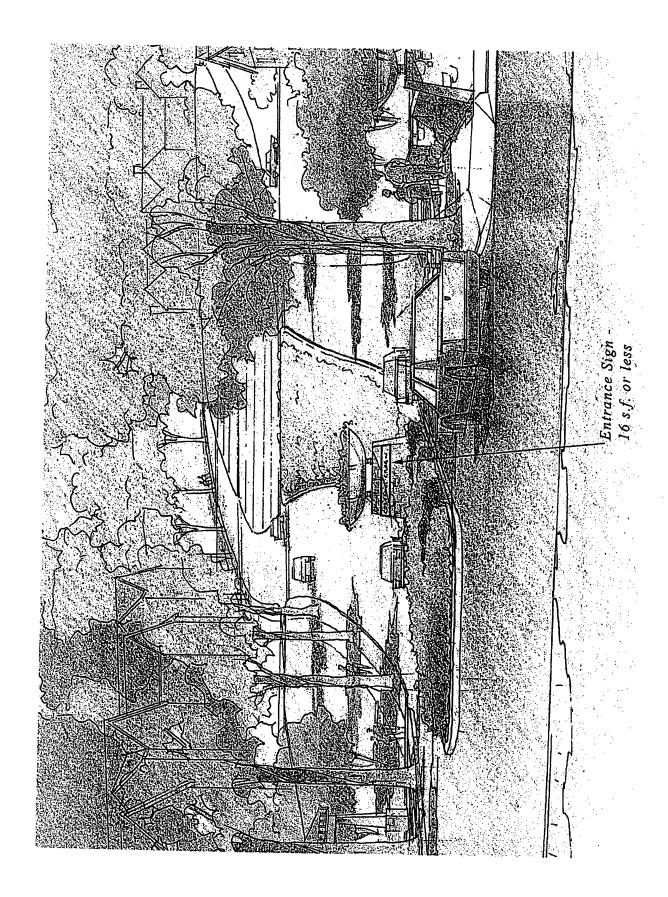


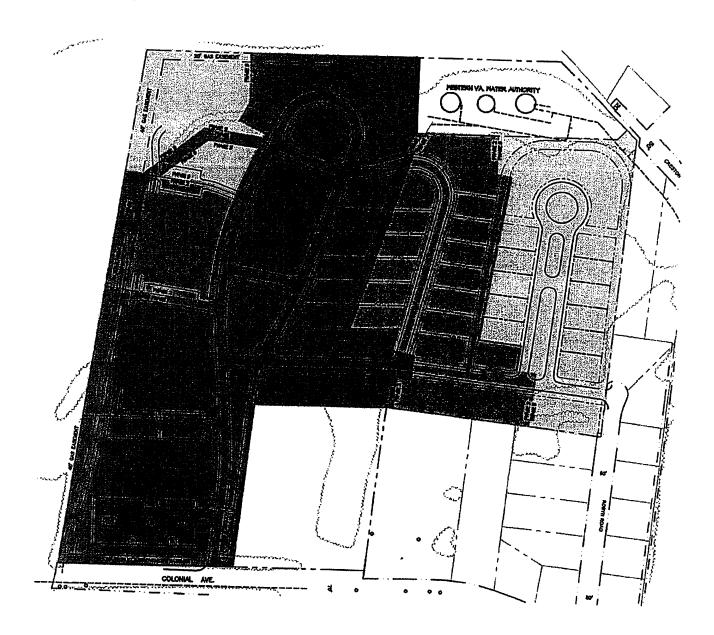
SITE SURVEY-PART B

SITE OF THE PROPOSED COLONIAL GREEN DEVELOPMENT SUBJECT PROFERTY OWED BY THE CITY OF ROANCKE

HILL

IOVERBER I, 2004













SITE OF THE PROPOSED COLONIAL GREEN DEVELOPMENT SIBLECT PROPERTY ONED BY THE CITY OF ROAKKE

SCHEMATIC PHASING PLAN

HOVENER I, 2004

HSPC Project 0294.02 Code 5 COLONIAL GREEN ROANOKE, VIRGINIA

Exhibits showing the proposed approximate extent and quality of sitework materials This list corresponds with the Phasing Plan, Exhibit C, dated November 1, 2004

Exhibit D - 1

### PHASING PROPOSAL OCTOBER 2004

PHASE I CONSISTS OF THE COLONIAL GATEWAY, THE COLONIAL GREEN
MULTI USE BUILDING ADJACENT TO COLONIAL AVENUE
SINGLE FAMILY AND TOWNHOMES, AND ONE CONDO / APARTMENT BUILDING

ITEM/DESCRIPTION	UNIT	QUANTITY	
New 3-lane boulevard with Median	lf	500	
New 2-lane Road System	lf	1020	
New Single-lane Road System	lf	2100	
Alley system	If	460	
Parking System	car	106	
Common Areas	sf	175000	
Overland Grading	cy	25000	
Sidewalks, Steps, and Hardscape	ac	3	
Exterior Lighting	allow	1	
Gateway Amenities	ea	2	
Playground Areas	ea	1	
Signage	ea	1	

Exhibit E Pattern Book

### Development Pattern Book



### **Colonial Green**

A Traditional Neighborhood Development Roanoke, Virginia

November 1, 2004

### **USE OF THIS PATTERN BOOK**

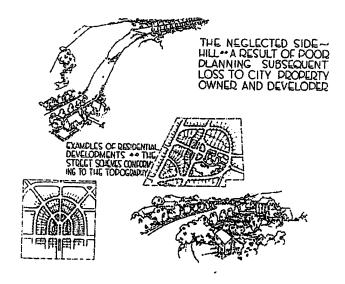
This pattern book is intended to provide homeowners and other interested parties with important housing and development information on Colonial Green. The developers of Colonial Green have adopted lot and architectural standards for the community. In addition to this book, the homeowner should reference Colonial Green Homeowners Association documents and property deed restrictions. The photographs and sketches shown provide examples of some of Roanoke's best traditional architecture. The new construction in Colonial Green will draw from this inspiration, but will not necessarily replicate the exact details shown in the photographs.

### A NEW NEIGHBORHOOD DESIGNED IN THE ROANOKE TRADITION

Roanoke is endowed with a number of vibrant neighborhoods designed during the first quarter of the 20th century. Many of these older neighborhoods were influenced by the foresight of renowned landscape architect and planner, John Nolen, who studied the development of Roanoke during its early years and prepared the City's early Comprehensive Plans in 1907 and 1928. Nolen's careful neighborhood planning and contextual design principles continue to inspire citizens, governmental officials, and developers to create livable communities that promote quality architecture, harmony with the natural environment, close proximity to schools, parks and support services, and attractive public facilities and spaces.

### PROPERTY DEVELOPMENT

A DEVELOPMENT IS OFTEN A SUCCESS OR FAILURE DEPENDING ON WHETHER OR NOT THE STREET SCHEME LENDS ITSELF TO THE TOPOGRAPHY THERE MUST BE A RELATION BETWEEN IT AND THE ADJOINING DROPERTY AND TO THE CITY THOROUGHFARE SYSTEM HOUSE SITES SHOULD BE CAREFULLY LOCATED AND ALL BUILDING WISELY RESTRICTED ALL SUBDIVISIONS SHOULD BE SUBJECT TO MUNICIPAL SUPERVISION \* \* \* \* \* \* \* \*



The developers of Colonial Green are committed to creating a neighborhood that sets a new standard for attractive, high-quality housing that is appealing to residents of all ages. As seen in many of Nolen's early neighborhood plans, Colonial Green radiates from a large green that forms the core of the neighborhood. This "tear-drop" shaped green provides common open space and provides the foreground for dramatic views of the distant ridges. Pedestrian amenities throughout the neighborhood include tree-lined streets and sidewalks that link common areas and residential homes. The architectural themes of the homes in the neighborhood reflect some of Roanoke's most popular styles – Colonial Revival, Tudor, Craftsman and Folk Victorian.

### **HOUSING TYPES**

The Colonial Green neighborhood offers four different housing types: cottages, crescent homes, rowhouses, and multi-family housing. These different types of residential living are described in the following paragraphs. For each of these four housing options, specific site development standards, materials, and colors have been adopted. Architectural styles also have been selected for Colonial Green that are representative of Roanoke's traditional architecture.

### Cottages

Single family cottage lots are centrally located in the community. All of the cottage lots slope toward the southeast, providing sunny spaces in the backyards and kitchen areas. Alleys are provided behind the houses so that service activities can be oriented toward the backyards. All driveways, parking and garages are in the rear in accordance with preferred traditional neighborhood design principals. Adopted design standards ensure that backyards are attractive and the neighborhood character is preserved.

### Crescent Homes and Rowhouses

Two additional styles of homes are planned in separate groupings in the neighborhood. Crescent Homes are clustered at the top of the northern ridge to take advantage of the spectacular panoramic vistas of the valley and the common green. These prestigious homes are destined to become some of the most desirable in the community. Rowhouses offer a second housing option for residents and are sited along the southern borders of the community. The Rowhouses will serve to create a link to familiar urban settings with their traditional facades, tree-line sidewalks, and classical compositions. Various parking arrangements will be available to homeowners.

### Multi-family Housing

Condominium or apartment buildings are sited in traditional "U-shaped" arrangements along the western edge of the site and focus around the common green and a central courtyard. One, two and/or three bedroom units are contained within several three and four-story buildings sited to fit the contours of the property and take full advantage of the views to the east and south. Resident parking is located underneath the residential housing for convenience, security and increased yard spaces.

### Mixed Residential and Commercial Space

A multi-story building adjacent to Colonial Avenue offers flexible, mixed-use space for residents desiring close proximity to businesses and neighborhood commercial services. Housing can be provided on the upper floors with commercial uses such as boutiques, ice-cream shops, and other businesses provided on the first floor. Opportunities for small offices exist on both the main and upper floors. Residents may find this shared residential-commercial space an ideal location for a business-living arrangement.

### PLACEMENT OF DEVELOPMENT ON LOTS

Housing types within Colonial Green have specific requirements for building setback lines, yard depths, and maximum lot coverage. These standards are described and illustrated below.

### Cottages

The following requirements apply to development on Single Family Cottage Lots:

Front yard setback:

0 feet minimum to 18 feet maximum

Side yard setback:

0 feet minimum; 10 foot easement for storm water management rain garden between lots

Rear yard setback:

5 feet minimum

Maximum Lot coverage:

50% (not including paved parking and driveways)

Building height:

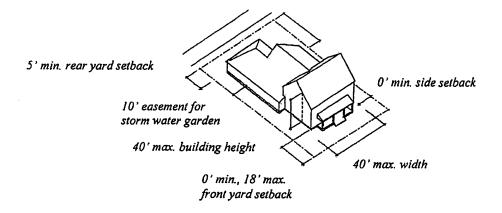
40 feet maximum

Building width:

40 feet maximum width, not including side porches

Parking & Driveways:

Alley access where available



### Crescent Homes and Rowhouses

The following requirements apply to development on lots for single family Crescent Homes and Rowhouses:

Front yard setback:

0 feet minimum to 20 feet maximum

Side yard setback:

0 feet, unless between a unit grouping where 5 feet minimum applies

Rear yard setback:

10 feet minimum for main structure and 5 feet for accessory structures or attached garage

Maximum Lot coverage:

50% (not including paved parking and driveways)

Building height:

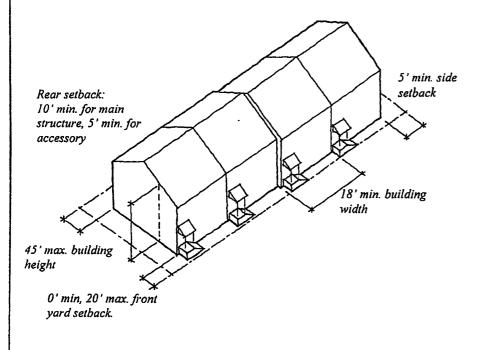
45 feet maximum

Building width:

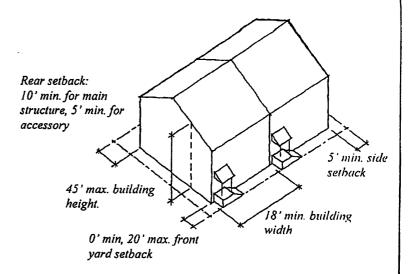
18 feet minimum width for each unit

Parking & Driveways:

Alley access where available







Crescent Homes

### Multi-Family Housing

Each multi-family housing building is to front on the entry boulevard for Colonial Green. The following requirements apply to this part of the development:

Front yard setback:

10 feet minimum

Side yard setback:

15 feet minimum when adjacent to homes or rowhouses

Rear yard setback:

20 feet minimum

Maximum Lot coverage:

50% (not including paved parking and driveways)

Building separation:

20 feet minimum

Building height:

60 feet maximum

Building width:

Street facades shall be a maximum width of 80 feet (to create variations in building façade)

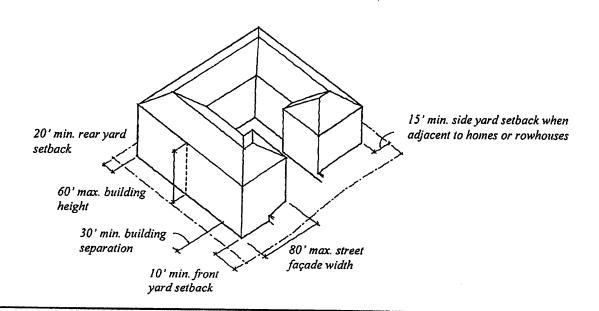
Parking:

Garage within each building (minimum 1.5 spaces per unit); guest parking is minimized (maximum of

10 spaces per 30 units)

Open Space:

Courtyard or common green space provided for each building



### Mixed Residential & Commercial Living

The following requirements apply to the development of the mixed-use building offering residential and commercial opportunities:

Front yard setback:

20 feet minimum from Colonial Green Parkway; 30 feet minimum from Colonial Avenue

Side yard setback:

15 feet minimum

Rear yard setback:

15 feet minimum

Maximum Lot coverage:

50% (not including paved parking and driveways)

Building height:

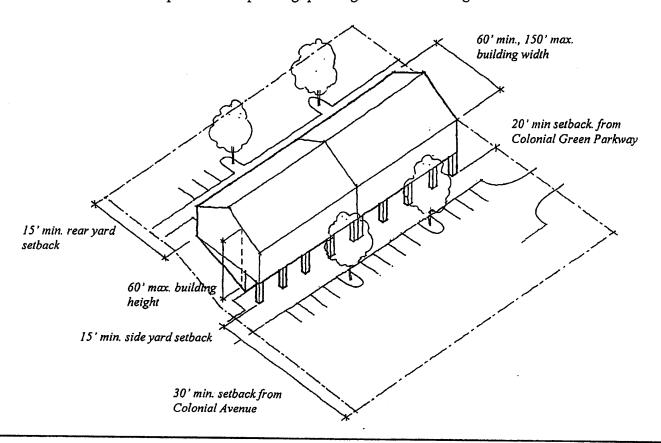
60 feet maximum

Building width:

60 feet minimum, 150 feet maximum

Parking:

Landscaped surface parking; parking varies according to land use



### ARCHITECTURAL STYLES AND DESIGN STANDARDS

The design of Colonial Green is based on Roanoke's traditional architectural patterns of the early 20<sup>th</sup> Century. To create a cohesive and complementary neighborhood environment while reflecting Roanoke's traditional architecture, the developer of Colonial Green has selected four architectural styles for construction in the new neighborhood: Colonial Revival, Tudor, Craftsman, and Folk Victorian. These architectural styles were constructed in the early neighborhoods of Roanoke and provide Colonial Green with a timeless link and a sense of place for the neighborhood. Each of these architectural styles is discussed in greater detail on the following pages.

Colonial Revival



Tudor



Craftsman



Folk Victorian



### COLONIAL REVIVAL





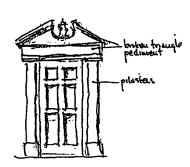


### History and Character

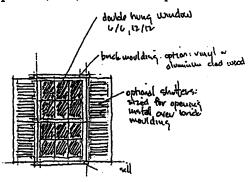
Popular in Roanoke and around the country for the first half of the 20th Century, Colonial Revival architecture continues to be a favorite of many homeowners. Its classic details and dimensions can be found throughout Roanoke's most treasured neighborhoods. Named for a renewed interest in early colonial architecture, the style became popular at the turn of the century by architects who used traditional architectural styles of the past to create new landmark buildings. Typical contributing features of the style include:

- Typically a two story building, usually symmetrical in composition
- Steeply pitched roof with side gables
- ❖ Prominent front door, usually with fanlight or sidelight windows and a decorative entry
- One story, detailed porch over entry, usually with columns
- ❖ Balanced rectangular window patterns, typically double-hung sashes with multi-panes (6-12); sometimes paired

### Examples of Details:







TUDOR



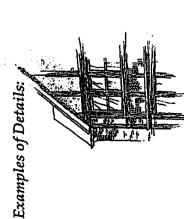


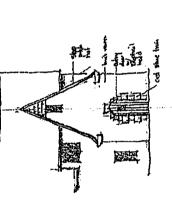


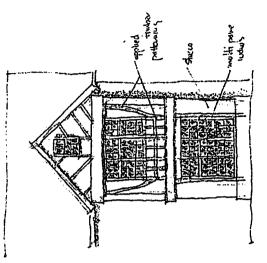
## History and Character

Roanoke has a particular affinity for the Tudor style, as seen in Hotel Roanoke and historic Fairacres. Popular in the early part of the 20th Century, the Tudor style was reflective of early 16th Century English architecture. A popular building style for suburban houses in the 1920s and 1930s, the details of Tudor architecture were quite distinctive and are widely recognized today. Typical contributing features of the style include:

- Steeply pitched roof with front facing gable(s)
- Decorative half-timbering
- Narrow, tall windows, usually grouped and multi-paned
- Masonry walls, usually of brick and stucco
- Entry doors sometimes decorated with stone accents
- Asymmetrical composition of design features







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### CRAFTSMAN





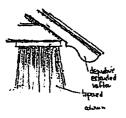


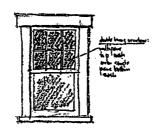
### History and Character

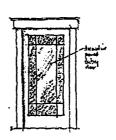
The Craftsman style was first inspired by California designers Charles and Henry Greene who constructed these artistic houses at the turn of the 20th Century. Because of its popular appeal, it quickly became the subject of many pattern books and home magazines. Craftsman homes are present in many of Roanoke's treasured neighborhoods: South Roanoke, North Roanoke, Wasena, Raleigh Court, and Southeast. Typical contributing features of the style include:

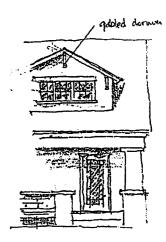
- ❖ Low-pitched front or side gable roof with a centered shed or gable dormer
- Wide eave overhangs offer decorative exposed roof rafters, underside beams, or brackets
- ❖ Large, prominent front porch, full or ½ width, with distinctive columns and large pier bases
- Lap siding, shingle or a combination of masonry (brick, stucco, or stone) and siding
- Window sashes are square or rectangular, double-hung, frequently with muntins on top half; small accent windows, sometimes paired or tripled in dormers

### Examples of Details:









### FOLK VICTORIAN





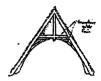


### History and Character

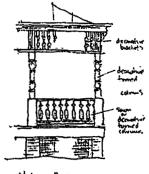
Several variations of the Victorian architectural style were popular at the turn of the 20th Century. Named for the influence of England's Queen Victoria, this style of housing became desirable because of the ease of construction and the availability of mass produced house components, like windows, doors, siding, and decorative trim. Many of the Victorian styles such as Second Empire, Shingle, and Queen Anne were quite elaborate with complicated roof and wall projections, trim decorations, and irregular shapes. Folk Victorian homes were simplified versions of the Victorian forms, adapted to traditional, folk house shapes common throughout rural America. Contributing features of this style include:

- Prominent front porch, usually three-fourths to full width of house;
- Architectural detailing on porches; decorative millwork, columns, railings
- Sometimes decorative features in front gable
- Double-hung windows, sometimes paired; occasional decorative accent windows

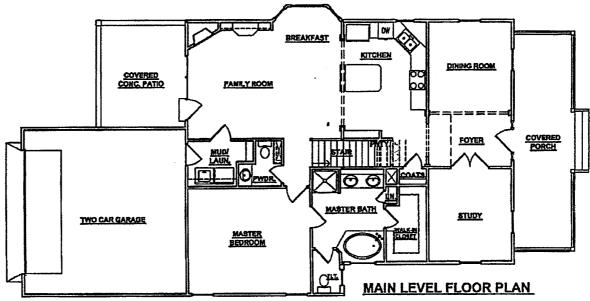
### Examples of Details:

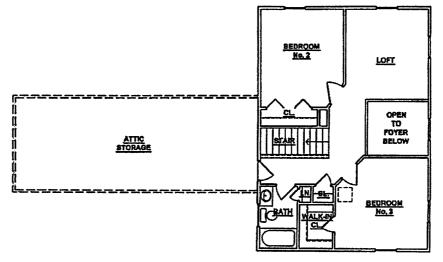






Conceptual Floor Plan for Cottages (applicable to all styles)



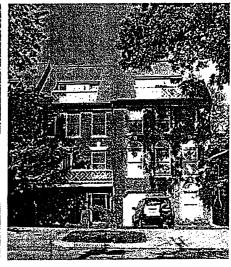


OPTIONAL UPPER LEVEL FLOOR PLAN

### ARCHITECTURAL STYLES FOR CRESCENT HOMES AND ROWHOUSES



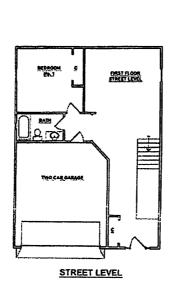


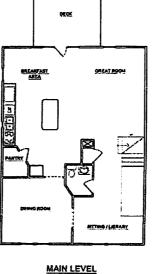


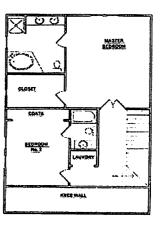
The single family attached Crescent Homes and Rowhouses will be compatible with the architectural styles of the single family homes described in this pattern book. Some of the characteristic features of these homes are:

- Multi-story living
- Street level garage

Conceptual Floor Plans Crescent Homes & Rowhouses







UPPER LEVEL

### ARCHITECTURAL STYLES FOR MULTI-FAMILY BUILDINGS

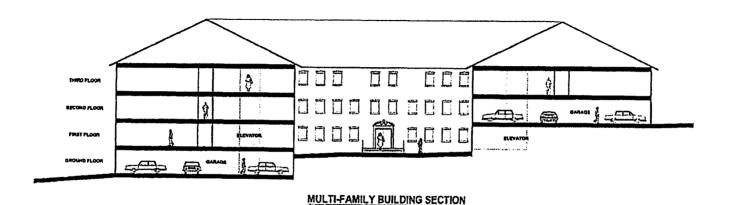




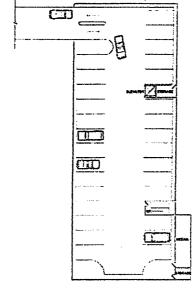


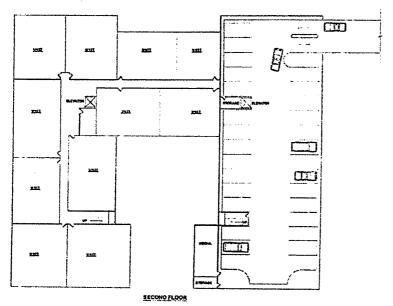
The architectural styles for the proposed multi-family buildings are to be compatible with the single family architectural character and materials of Colonial Green and reflective of Roanoke's traditional multi-family housing architecture. Some of the important features of these developments include:

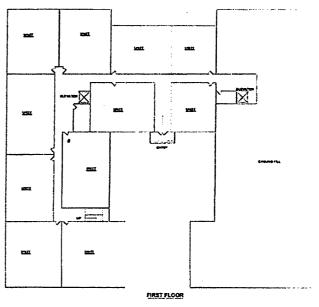
- Central courtyard
- Building mass and shape complements adjacent neighborhood buildings
- Prominent central entries with landscaped front yard facing Colonial Green
- Interior parking garage for residents
- One, two and/or three-bedroom units

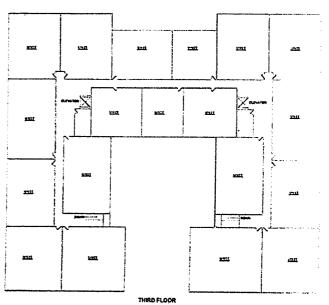


### Colonial Green Development Pattern Book Conceptual Floor Plans for Multi-family Housing









### MIXEDUSE, RESIDENTIAL AND COMMERCIAL DEVELOPMENT







The architectural style for the proposed mixed-use, residential and commercial development is to be compatible with the architectural character and materials of both the single family and multi-family housing in Colonial Green. It is envisioned that the first floor spaces facing Colonial Avenue will be office and retail commercial uses with residential uses and professional office on the upper floors. Some of the characteristics desired include:

- The architecture of the building will be distinctive to encourage attractive pedestrian circulation and business entry.
- Entries will be either recessed or articulated.
- Signage will be designed to coordinate with and be complementary to architectural details.
- Surface parking will be landscaped in accordance with landscaping standards approved by Colonial Green, LC.



Example of a Mixed Use Building

### ATTACHED AND DETACHED ACCESSORY STRUCTURES

Accessory structures are those buildings or structures that are incidental and subordinate to the principal building on the same property. Accessory structures may be attached to the main structure or detached and located separately on the lot. They include such things as decks, garages, side or rear porches, and storage buildings. It is important that the architectural design of these structures be compatible with the architectural design of the main building and the architectural design of adjacent buildings. The following architectural guidelines have been adopted for Colonial Green:

Decks - All exterior materials shall be painted or stained.

Garages – Attached garages shall match the style and character of the main house. Detached garages will either match the style of the main house or be sided with beveled white 4-inch wide lap siding and 3-inch wide corner, window and door trim. Shingles are to match those of the principal building.

Porches – Front and side porches shall match the style and character of the main building.

Storage Buildings – All storage buildings shall either match the siding and roof color and texture of the main house or be sided with beveled white 4-inch wide lap siding and 3-inch wide corner, window and door trim. Shingles are to match those of the principal building.

# EXAMPLES OF EXTERIOR MATERIALS & COLORS

Brick, wood, fiber cement composition board or vinyl

Wood or vinyl; louvered or paneled; on single windows only

Shutters:

Siding:

Slate, asphalt or fiberglass, metal

Wood, vinyl, or aluminum clad wood with muntin patterns typical of the style

Windows:

Roofing:

Foundations: Brick, stone, stucco or traditional parging (painted)

Traditional colors as approved by Colonial Green's Design Review Committee

Colors:

### LANDSCAPE AND GREEN SPACE

The landscape of Colonial Green will create a sense of place for this new neighborhood community. Over time, the landscape of Colonial Green will transform from a scrub pine forest to a mature tree-canopied community.

The landscape centerpieces of Colonial Green feature a large common green and open flat terraces that provide scenic opportunities for the development. Canopied shade trees line the green and the intimate streets emanating from the green, evocative of landscaping in Roanoke's older neighborhoods. Each public space and entrance gateway is carefully designed and landscaped to create a feeling of neighborhood and community. Contributing elements such as fences, sidewalks, planters, and hedges add an orderly composition and a unique neighborhood character to the new community.

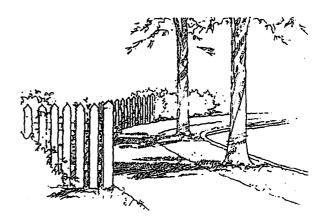
### Landscape Standards

### Fences

- Fences are to be constructed in traditional patterns in painted wood, metal, or approved vinyl.
- Chain link fencing is not permitted.

### Front Yards

- Front yard fences and hedges, where used, will be constructed or maintained at a maximum of 3.5 feet in height.
- Front yard fences will have a maximum opacity of 60%.
- Where not precluded by unusual slope conditions, fences or hedges should be symmetrical around the front yards.
- ❖ Walks should be between 3 feet and 4 feet wide in the front yard and constructed of concrete, flagstone or brick.



### Rear and Side Yards

- \* Rear and side yard fences shall be a maximum of 6 feet high and may be up to 100% opaque.
- Fences may extend to and be placed on the property lines between lots, although a 6 inch setback from property lines is encouraged.
- ❖ Back and side yards are required to be landscaped, including areas between the alley pavement and the lot line.
- Screening of air conditioning units and other mechanical elements is required using fencing, shrubs, hedges or low walls.

### Mailboxes and Trash Containers

- Mailboxes shall be a standard unit or units selected and approved by the Homeowner Association's Design Review Committee.
- All trash containers shall be located inside a structure or screened from street and neighboring home views using approved fence materials.

### Planting Requirements

All lots shall be landscaped in accordance with the requirements adopted by the Homeowner Association. These requirements will require the landscaping to:

- Conceal the foundation and exterior mechanical elements such as gas meters and condenser units from the street and neighboring properties.
- Secure all disturbed soil with grass, mulch, or other vegetation.
- Provide limited shading especially in the front yard.
- Provide an attractive visual "base" which will compliment and further decorate the street visible faces of the house.

### OWNERSHIP AND MAINTENANCE OF YARDS AND COMMON GREEN SPACES

•	Owned By:	Used By:	Maintained By:
Single Family Houses			
Front Yard	Resident	Resident	Assn
Rear and Side Yards	Resident	Resident	Assn
Attached Townhouses		•	
Front Yard	Assn	Resident	Assn
Side Yard	Assn	Resident	Assn
Rear Yard	Assn	Resident	Assn
Multi-Family houses			
Courtyard	Assn	Bldg Assn	Bldg Assn
Sidewalks, Parking	Assn	Guests	Assn
Mixed Use Space		•	
Yards	Assn	Resident, Guests	Assn
Circulation space	Assn	Guests	Assn
Common Areas		,	
Sidewalks	City	Public	City
Streets	City	Public	City
Alleys	TBD	Public	TBD
Green Areas	Assn	Residents	Assn

Resident - The Owner or tenant of a space

Assn - The homeowners association of Colonial Green or other identified building association for multi-family and mixed use

Guests - Owners, residents, and invited and welcome guests

Public - The General Public

TBD - To Be Determined

### COLONIAL GREEN DESIGN REVIEW COMMITTEE

Colonial Green is a planned community where careful thought has gone into the overall design of lots, architectural styles of buildings, streets, utilities, and landscaping. To maintain this level of design quality and protect property values and investments, the developer of Colonial Green will establish a design review committee to work with property owners on development issues. A member of the City Planning staff will serve as an ex-officio member of the design review committee.

For further information or questions:

Colonial Green P. O. Box 10296 Blacksburg, VA 24062 540-320-5215

Colonial Green Development Pattern Book November 1, 2004



### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the City Manager to enter into a land disposition and development agreement between the City of Roanoke and Colonial Green L.C., to provide for the conveyance, in phases, of approximately 23 acres of City property on Colonial Avenue, S. W., to Colonial Green, L.C., the developer, in exchange for the development and creation of a mixed density traditional neighborhood community design and layout consistent with the City's <u>Vision 2001 – 2020</u> Comprehensive Plan, and furnishing all required site development infrastructure for the project, upon certain terms and conditions; and dispensing with the second reading of this ordinance by title.

### BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are authorized to execute and attest, respectively, on behalf of the City of Roanoke, in form approved by the City Attorney, an agreement with Colonial Green, L.C., to provide for conveyance of City property on Colonial Avenue, S. W., to Colonial Green, L. C., in exchange for the development and creation of a mixed density traditional neighborhood community design layout consistent with the City's Vision 2001 – 2020 Comprehensive Plan, and furnishing all required site development infrastructure, upon such terms and conditions as are more particularly described in the City Manager's letter and attachments, dated December 20, 2004, to this Council.

2.	Pursuant to the provisions of Section 12 of the City Charter, the second reading
of this ordin	ance by title is hereby dispensed with.
	ATTEST:
	City Clerk.



### **CITY OF ROANOKE**OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

December 20, 2004

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Commonwealth Building Lease

### Background:

The United States General Services Administration (GSA) currently leases space within the Commonwealth Building. GSA uses the second floor of the building for the Federal Bankruptcy Court and its affiliated offices. The current lease expired October 31, 2004. The original agreement provides the GSA an option to continue the agreement on a month-to-month basis (not to exceed an additional 90 day period), which the GSA is currently exercising. GSA desires to continue its lease of the second floor and to begin leasing an office suite on the first floor as well. GSA wants to extend the current agreement to allow time to complete the necessary improvements to the first floor area before executing an overall new lease for space on the first and second floors.

The month-to-month option on the current agreement is not sufficient time to complete those improvements. Therefore, an extension of the current lease agreement is proposed to run through December, 31, 2004. With the 90 day maximum option provision, that would then commence January 1, 2005, this would give GSA use of the space under the current agreement until March 31, 2005, if necessary, pending completion of the ongoing improvements on the first floor, and finalization of a new lease agreement.

### Considerations:

Currently, the GSA leases 12, 413 square feet on the second floor of the Commonwealth Building. The current lease rate is \$6.50 per square foot plus

Mayor Harris and Members of Council December 20, 2004 Page 2

\$4.07 per square foot for operating costs. The agreement requires an annual increase of the operating costs based on Consumer Price Index 1982 - 1984 = 100. Current total annual rent is \$131,290.08.

### **Recommended Action:**

Authorize the City Manager to offer and execute an extension of the existing lease between the City of Roanoke and the GSA, through December 31, 2004, to allow appropriate time for renovation of the first floor office suite and the completion of the new lease agreement. All documents shall be on form approved by the City Attorney.

Respectfully submitted,

Darlene L. Burcham City Manager

### DLB:slm

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget
Gareth McAllister, Facilities Manager
Charles M. Anderson, Architect II
Dana Long, Manager of Billings and Collections

CM04-0203

GE	ENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT NO. 10	DATE
0.17			TO LEASE NO.	1
	PLEMENTAL LEASE AGREEMENT		GS- 03B- 50012	
ADDRESS OF PREMISES	Commonwealth Building 215 Church Ave. Roanoke, Virginia 42011	.,SW,	Pegasys Document Number (PDN	I)
1	made and entered into this date by and between The City of Roanoke Virginia	1		
5	P.O. Box 1451 Roanoke, Virginia 24007			
	Lessor, and the UNITED STATES OF AMERICA	A, hereinafte	er called the Government:	agree to extend
extend this lea	se for one year.			
WHEREAS, the partie	es hereto desire to amend the above Lease.			
NOW THEREFORE,	these parties for the considerations hereinafter n	nentioned co	ovenant and agree that the	said
Lease is amended, ef	fective January 31, 2002	, as follow	vs:	
	n 2 of Standard Form 2 is hereby ammended u thereof the following:	d by deletin	g the existing text in its $\epsilon$	entirety and by
term be	AVE AND TO HOLD the said premises with a eginning on February 1, 1986 through Decer ation and renewal rights as may hereinafter s	mber 31, 20		
All ables a bourse and a co		WA		
	nditions of the lease shall remain in force and ef OF, the parties subscribed their names as of the		∍.	
LESSOR City of R	oanoke Virginia			
BY				
IN PRESENCE OF	(Signature)		(Tále)	
	(Signature)		(Address)	
UNITED STATES OF A	MERICA GSA, Allegheny Realty Services D	District		
BY		Contrac	ting Officer	
	(Signature)		(Official Title)	



### IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the City Manager to execute an amendment to the Lease Agreement between the City of Roanoke and the United States General Services Administration for office space in the Commonwealth Building, located at 210 Church Avenue, to extend the expiration date of the current lease agreement from October 31, 2004, to December 31, 2004, with an option to lease such space on a month-to-month basis not to exceed ninety (90) days, upon expiration of the lease agreement, upon certain terms and conditions, and dispensing with the second reading by title of this ordinance.

Whereas, a public hearing was held on December 20, 2004, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on said lease extension.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City Manager and City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City, in form approved by the City Attorney, an amendment to the Lease Agreement between the City of Roanoke and the United States General Services Administration for office space in the Commonwealth Building, located at 210 Church Avenue, to extend the expiration date of the current lease agreement from October 31, 2004, to December 31, 2004, with an option to lease such space on a month-to-month basis not to exceed ninety (90) days, upon expiration of the lease agreement, as more particularly set forth in the City Manager's letter dated December 20, 2004, to this Council.

2.	Pursuant to the provisions of Section 12 of the City Charter, the second reading of this
ordinance by	y title is hereby dispensed with.
	ATTEST:
	City Clerk.